

TABLE OF CONTENTS:

1. Completed Public Space Management Permit Application

2. A Completed Vendor Signature Page in the form contained in Appendix G;

3. Device Information

3.i design specifications, including descriptions and illustrative images of all components.

3.ii evidence of compliance with applicable design standards as described in Requirement ES1.5; and

<u>3.iii descriptions and illustrative images of all information the applicant will affix to the</u> <u>device, including trade dress, contact information, rider education information, and any other</u> <u>information the applicant proposes;</u>

4. Applicant's Proposed Fleet Deployment

<u>4.i Description and map of the initial service area for each device the applicant wants to deploy and any planned changes during the permit year;</u>

<u>4.ii</u> Description of the applicant's proposed fleet, including the number of devices of each type the applicant proposes to deploy and any changes during the permit year;

<u>4.iii</u> Description of the proposed geographic distribution of its deployed fleet, including the vendor's proposed fleet distribution in the equity focus areas described in Requirement O1.6 and Appendix D; and

<u>4.iv if applicable, a disclosure that the applicant will not meet the minimum fleet size</u> requirement and a fleet deployment schedule as described in Requirement O1.4;

5. Applicant's Contact Information

5.i A description of the applicant's required and optional public contact methods as described in Requirement O3.1, including illustrative images of any smartphone applications.

5.ii If known, the applicant's contact information for City use as described in

Requirement O3.2; and

5.iii A description of the applicant's procedure for receiving and acknowledging reports received under Requirements O2.1 to O2.3.

6. Applicant's Proposed Rental Structure

6.i Applicant's pricing structure and exhibits showing how the applicant will

disclose the pricing structure to its riders, as described in Requirement O4.1;

<u>6.ii a description of any reduced-fare program element, as described in Requirement O4.2;</u> <u>and</u>

<u>6.iii a description of the applicant's low-barrier rental methods, as described in Requirement</u> <u>04.3;</u> 7. Applicant's proposed data collection and integrity structure.

7.i Description of the technology and procedures the applicant will use to collect, process, and share the data required in Requirements DS1, DS2, DS3, and DS4;

7.ii Description of the data integrity or accuracy limitations of the applicant's data collection, processing, and sharing technology and procedures;

7.iii Description of the applicant's plan to disclose its data collection practices to riders as described in Requirement DS6; and

7.iv a copy of any user agreements the rider must accept in order to use the

applicant's service.

8. Applicant's Mandatory Scored Plans

8.i A parking and fleet management plan as described in Requirement P7;

8.ii A rider education plan as described in Requirement O6.2; and

8.iii An equity plan as described in Requirement 07.4;

9. Any Optional Scored Plans.

9.i Any plans to deploy adaptive cycles.

9.ii Any plans to participate in an emergency unlocking program element described in Requirement ES2.8, including a description of how the applicant will make the devices available free of charge; and

10. Applicant Experience in Device Sharing Industry

RE: SEATTLE FREE FLOATING BIKE SHARE PROGRAM PERMIT APPLICATION

Dear City of Seattle Mobility Division:

Lyft was founded with the mission of re-connecting communities through better transportation. At the core of our work is a commitment to providing transportation options that decouple the right to mobility from auto ownership, promote a clean and sustainable mobility future, and ultimately create a new transportation equilibrium that places people, not cars, at the center of our cities.

To deliver on our mission, Lyft is committed to working with cities to develop innovative multimodal solutions that enable people to conveniently and reliably get around without owning a vehicle. This commitment to transportation innovation has led to the introduction of shared ride services like Lyft Line in 2014, partnerships with transit agencies to improve service delivery, integration of public transit trip planning into the Lyft App, and now the introduction of new transportation options that will help bridge the first-last mile gap to public transportation.

Seattle has long been a national leader in promoting urban bicycling as an important form of transportation, most recently by hosting the country's first free-floating bikeshare pilot and setting new standards for permitting processes that work for both cities and operators. With Seattle's booming economy, rising cost of living, and associated mobility challenges, it is critical that new ideas, partnerships, and modes of shared transportation are provided to meet the growing travel needs of our community and economy, while protecting the livability of our neighborhoods. Emerging micro-mobility options will play a critical role connecting people to Metro bus lines, Link Light Rail, and Sounder Rail lines which will increase transit ridership, alleviate traffic congestion, and connect people to regional job centers. Building upon the success of the City's downtown efforts like the Seattle Streetcar project and ongoing commitment to transportation demand management (TDM), Lyft believes that new mobility options like bikeshare have the potential to address concerns around traffic congestion, further reduce the need for vehicle parking, and create more people-centered streets. Embracing bikeshare will foster neighborhood-friendly bike trips that drive residents and visitors to local retail, dining, entertainment and cultural venues in the community. When implemented at scale and with an emphasis on social justice, bikeshare can also help Seattle address existing transportation inequities by providing a low-cost and convenient new transit connection option to important regional transit hubs.

Lyft is uniquely positioned to implement a bikeshare network that positively impacts mobility while limiting nuisances in the Seattle community. Lyft intends to leverage the expertise and capabilities of the country's largest and most experienced bikeshare system operator, Motivate, to maximize the quality of our Seattle bikeshare presence. Lyft is in the process of acquiring Motivate and will therefore soon have the experience and perspective of their talented team guiding our bikeshare efforts.

In addition, Lyft has a strong history of delivering technology solutions that encourage shared mobility, address pressing equity and environmental issues, and ultimately focus on the larger vision of creating more livable communities. Below we provide a brief summary of our commitment to

delivering a unique bikeshare solution that encourages multimodal travel, invests in equity of access, builds positive urban spaces, and promotes environmental stewardship:

• Encouraging Transit Usage. The Lyft App will be unique in its emphasis on helping Seattle residents and visitors bridge the first-last mile gap to King County Metro, Link Light Rail, Streetcar, and Sounder Rail networks. In addition to providing an incentive program for bike users connecting to transit, the Lyft App will surface real-time transit data and multimodal trip wayfinding to help bike riders plan and execute multimodal trips.



Sample Multi-Modal Feature with Transit Integration

Investing in Equitable Access. Lyft is committed to delivering equitable and inclusive bike programs to help cost-burdened communities living in and accessing the City of Seattle. On average, owning a car in King County adds about \$12,500 a year to the household budget. After housing costs, transportation is the second highest cost for the average household in Seattle, and this disproportionately impacts lower-income households. As we begin bike operations in Seattle, we will continue to work alongside local non-profit organizations and community groups like the Urban League to develop subsidy programs and authentic community outreach efforts to ensure that this high-quality first-last mile connection is accessible and affordable to those who need it most. We will work towards a ridership demographic that reflects the economic and multicultural diversity of Seattle and helps underserved communities use bikes as a tool to gain better access to job opportunities. Lyft has a history of partnering with community organizations and just recently announced an expansion of our Relief Ride program, which provides transportation to those in acute need,

by pledging \$1.5 million to the program over the next year. We will incorporate bikes into this important program.

- Addressing Climate Change and Emissions Impact. Lyft is committed to reducing the environmental impact of urban transportation. In April of this year, we committed to offsetting the carbon emissions of all Lyft rides. By committing significant financial resources to these offsets, we built into our core business a strong incentive to pursue shared rides and the displacement of gasoline-powered vehicles. We view the introduction of bikes into the Lyft fleet as the next meaningful step in our commitment to reducing the climate impact of urban transportation. Bikes will allow us to introduce a fully electric and lower-carbon means of commuting to millions of Lyft users. Our bike trips will be 100% people and electric-powered, and we will offset all emissions with renewable energy certificates so that all bike rides delivered in Seattle will be carbon-neutral.
- Investing in Streets Designed for Biking and Walking. While our bikes provide a more sustainable mode of transportation, they can degrade the quality of the urban environment if not operated and parked properly. To minimize the potential negative impacts of Lyft's free-floating bikeshare program, Lyft has built robust training and compliance procedures into its operations to ensure that our vehicles do not become a nuisance (outlined in Section 8). We view these operational and product investments as table stakes.

Additionally, Lyft will invest time and financial resources into helping build additional public spaces for sustainable transportation. We are encouraged by the City's ongoing efforts to expand the protected bike lane network. We want to support additional infrastructure that will encourage safe and healthy mobility and we will work with local organizations like the Cascade Bike Club and Transportation Choices Coalition to ensure that we are lending our support in timely ways.

Finally, given the increasing importance of ensuring bikes are parked properly and not impeding sidewalks or ADA accessibility at Metro and Streetcar stops or Link Light Rail stations, Lyft proposes to engage City officials, including SDOT's New Mobility team and King County Metro's Innovative Mobility team, in a service planning session to inform our daily bike deployment plan and explore the designation of shared "mobility hubs" at major transit stations along popular bike corridors.

• **Commitment to Seattle.** Our company has a long history of investing in mission-driven civic partnerships and programs within the City of Seattle - a testament to our organization's commitment to using our platform to connect and support the communities we serve. We have established partnerships with a number of local institutions - both private and public - such as SDOT's Vision Zero initiative, Seattle Center, Fred Hutchinson Cancer Research Center, Seattle Seahawks, University of Washington, Seattle University and many others. Our partnership with SDOT Vision Zero dates back to 2015 and since then Lyft has provided thousands of discounted rides to combat intoxicated driving. In 2017, we also worked with SDOT on a pilot program at CenturyLink Field to help minimize the impacts of pickup and

dropoff activity at the stadium and surrounding neighborhood. We are currently working with King County Metro on a project to provide discounted rides for people using water taxi services during the Alaskan Way Viaduct closure. Finally, our partnership with Fred Hutchinson Cancer Research Center also includes ongoing donations to them through our local Round Up and Donate Program. Across all of our partnerships, we strive to work collaboratively to reduce congestion, increase access, and support community building.

At Lyft, we recognize that public transit is the foundation of urban mobility, and that shared mobility options play a critical role supporting Seattle Department of Transportation's efforts to improve sustainability and access. We believe the introduction of bikes to Lyft's ridesharing platform will improve access to Seattle's robust transit system, support overall transportation happiness and user experience, and ultimately, encourage a reduction in single occupancy vehicle travel. We are excited to have the opportunity to apply for a Permit and appreciate your time and consideration of our application.

Respectfully submitted,

John Zimmer

Lyft

A. Core Application Packet

1. Completed Public Space Management Permit Application

the second state of the second s	and the second
Seattle Department of Transportation Street Use Division 98124-4996 (206) 684-5267 publicspace@seattle.gov	SDOT Permit Number(s)
PUBLIC SPACE MANAGEMENT ANNUAL PERMIT APPLICATION	[Official Use Only]
Seattle Municipal Code (SMC) 15.04, 15.10, 15.12, 15.16	The second second
1 APPLICATION DATE (mo/day/year) 08/15/2018	Intake by:(Official Use Only)
2 PROJECT ADDRESS OR NEAREST LOCATION	
Address Number Street Name (include NE, S	SW. Ave. St. Blvd. etc.)
1008 Western Avenue, Seattle WA 98104	
3 PROJECT DESCRIPTION Desired Start Date (mo/day/year) 09/01/2018 Total Arc EXAMPLES: • Install a 3-foot by 7-foot double-face sign on a building for my business. It will hang • Build a new rockery in the right of way that is 3 feet in height and 20 feet in length to will be located 4 feet behind the sidewalk. • Build a 6-foot by 18-foot sidewalk café area outside of our business; surround the	o replace an old rockery that is failing. The new rockery
Note: For Block Party and Play Street do not use this application.	e area by a 42-men myn tenee.
Describe Project and Work in Right of Way	
Free-Floating Bike Share Program vendor, including deployment o	of bicycles in the public
	, , , , , , , , , , , , , , , , , , ,
right-of-way.	
right-of-way.	
right-of-way.	
right-of-way. 4 BACKGROUND	
4 BACKGROUND APPLIED ONLINE/BY EMAIL RELATED PERMITS (if any)	
4 BACKGROUND APPLIED ONLINE/BY EMAIL	Permit #
4 BACKGROUND APPLIED ONLINE/BY EMAIL RELATED PERMITS (if any) Permit #	Permit #
BACKGROUND APPLIED ONLINE/BY EMAIL RELATED PERMITS (if any) Permit # Construction Use Public Space Management: [Annual/Vending/Term] Other	Permit #
BACKGROUND APPLIED ONLINE/BY EMAIL RELATED PERMITS (if any) Permit # Construction Use Public Space Management: (Annual/Vending/Term) Simple I Itility	Permit #
4 BACKGROUND APPLIED ONLINE/BY EMAIL	Permit # DPD SIP/Utility Major
4 BACKGROUND APPLIED ONLINE/BY EMAIL	Permit # DPD SIP/Utility Major Permit #s are 7 digits and usually begin with a 3 or 6.
4 BACKGROUND APPLIED ONLINE/BY EMAIL	Permit # DPD SIP/Utility Major Permit #s are 7 digits and usually begin with a 3 or 6.

PERMIT TYPE (Check applicable category)

See Section 6 for Activities, Street Closures, and Festivals

BUSINESS AMENITIES	Required at Application	
 Merchandise on Sidewalks (18A) Sidewalk Cafés (18B) Tables and Chairs (18C) Street Decorations, Planters, Benches (52) 	 Site Plan/Floor Plan (11" x 17" paper size preferred) Elevation (11" x 17" paper size preferred) Certificate of Insurance with Endorsements Fence Details (Sidewalk Café) Sidewalk Café Letter of Authorization Construction Use Permit Application 	
SIGNS AND GRAPHICS	Required at Application	
Signs, Awnings, Graphics (6)	 Site Plan or Pole Map (11" x 17" paper size preferred) Elevation (11" x 17" paper size preferred) 	
 Pole Banner for Events (52A) Pole Banner for Identification (52B) 	 Design Proof Certificate of Insurance with Endorsements 	

BRECOMES, OVERMANOS, AND TENCES	Acquired at Application
 Structures and Overhangs (7) Fences, Rockeries, Walls, Stairs, Handrails (29A) 	 Site Plan (11" x 17" paper size preferred) Elevation (11" x 17" paper size preferred) Cross Section (height, width, dimensions) Indemnity Agreement (prior to issuance) Construction Use Permit Application Engineer's Report (at request of permit reviewer: geotechnical, structural, etc.)

COMMERCIAL AND RESIDENTIAL USES	Required at Application
 Shoreline Street Ends (11) State Waterways, Moorage (WW 100, 200) Material Storage, Ongoing (12, 12A) Private Utility (8, 9, 21A) 	• Site Plan (11" x 17" paper size preferred)

ation

5

6 ACTIVITIES, STREET CLOSURES, AND FESTIVALS

ACTIVITIES AND STREET CLOSURES	Required at Application
 Street Barricading, Special Activities (3A) Farmers' Markets (3B) Festival Street (3C) Block Party or Play Street (Do not use this application. Use project-specific applications available on the Street Use website.) 	 Site Plan (11" x 17" paper size preferred) Proof of Neighbor Notification (All affected neighbors must be notified) Certificate of Insurance with Endorsements Access Affidavit (at request of permit reviewer)

Neighborhood Group or Organization Sponsoring Event

	Street or Alley Proposed for Closure	From	То	Start Date	End Date	Start Time	End Time
MPLE:	8th Ave	E Harrison St	E Republican St	8/10/2016	8/10/2016	7 p.m.	10 p.m.
				1			

Describe the nature and purpose of closure or activity:

Projected number of attendees
We have notified our neighbors of this event 🦳 Yes 📄 No
Notification method (by letter or door-to-door, for example) Provide a copy of this notification with your application

7 ALL ANNUAL PERMIT TYPES - ADDITIONAL REQUIREMENTS

ADDITIONAL DOCUMENTS AND APPROVALS MAY BE REQUIRED - CONSULT WITH PERMIT REVIEW STAFF:

- Construction Use Permit
- Bond

EX

- Indemnity Agreement
- Proof of Insurance with Endorsements
- Private Encroachment Agreement
- Historic or International District Approval
- Public Art Advisory Committee (PAAC) Approval
- Business Improvement Area (BIA) Approval
- Letter of Authorization

- Engineering Details
- Design Commission Approval
- SEPA Review
- Holiday Moratorium Exception Request (Thanksgiving Day through Jan. 1)
- Traffic Control Plan
- Concept Plans
- Public Notice Contact List
- Other Department Review/Approval

APPLICANT Applicant is the: Home/Property Owner? Business Owner? Contractor? Other Business Representative			
	Name: Alix Rosenthal	SDOT Customer ID Number: NA	
	^{Company:} Lyft, Inc.	SDOT Company ID Number: NA	
	Mailing Address (include city, state, zip):	Office/Home Phone Number: (415) 475-8459	
	185 Berry St., Suite 5000 San Francisco, CA 94107	Mobile Phone Number:	
		Email Address: marketcompliance@lyft.com	

FINANCIALLY RESPONSIBLE PARTY (Receives Annual Renewal invoice)

Will Applicant (listed above) receive future Annual invoice (for renewable permit types)?

Yes - skip this section, proceed to 10

Is Applicant applying on behalf of the Financially Responsible Party? 🗌 Yes - Letter of Authorization (LOA) required

Name:	SDOT Customer ID Number:
Company:	SDOT Company ID Number:
Mailing Address (include city, state, zip):	Office/Home Phone Number:
	Mobile Phone Number:
	Email Address:

10

9

24-HOUR CONTACT

Is Applicant the 24-Hour Contact? 🖌 Yes - skip this section, proceed to 11	
Is Financially Responsible Party the 24-Hour Contact? 📃 Yes - skip this section, proceed to 1	

Name:	SDOT Customer ID Number:
Company:	SDOT Company ID Number:
Mailing Address (include city, state, zip):	Office/Home Phone Number:
	Mobile Phone Number:
	Email Address:

4

11 TERMS AND CONDITIONS

Indemnification: The Permittee agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents against: (1) any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of the Permittee, its subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable, arising out of the Permittee's use or occupancy of the public right of way; and [2] all loss by the failure of the Permitte to fully or adequately perform, in any respect, all authorizations or obligations under the Permit.

Acceptance of terms, conditions, and requirements: Permittee shall accept the terms, conditions, and requirements of the permit and agree to comply with them to the satisfaction of the Seattle Department of Transportation, Street Use Division. Permittee further agrees to comply with all applicable city ordinances, including but not limited to Title 15 SMC, and all applicable requirements of state and federal law. Work shall begin within six months from the date of approval unless other arrangements are made, otherwise the application shall be void. **Applicant/Permittee or Authorized Agent Statement:** I declare under penalty of perjury under the laws of the State of Washington that. I am the Applicant/Permittee OR the authorized agent of the Applicant/Permittee; that the information provided is correct and complete; and that I have the authority to bind the Applicant/Permittee to this application.

authority to bind the Applicant/Permittee to this application. **Deposits, Charges, and Future Billings:** The Permittee is responsible for all permit charges. If a deposit was made for estimated future Street Use services, any unused portion of the deposit will be refunded to the Applicant/Permittee. Any charges in excess of the deposit will be billed to the Applicant/Permittee.

APPLICANT SIGNATURE

DATE 8/14/2018

2. A Completed Vendor Signature Page in the form contained in Appendix G;

Appendix G: Vendor Signature Page

I, VIPUL PATEL declare the following:

- 1. I am a duly authorized agent of LYFT, INC. , a vendor applying for a permit under the City of Seattle's Free-Floating Bike Share Program.
- 2. I have reviewed and understand the Free-Floating Bike Share Program Permit Requirements for the 2018-2019 Permit Year, including all requirements and appendices.
- 3. I have the authority to bind the vendor-applicant to the permit application and to the permit requirements the City established for this program.
- 4. The vendor-applicant has complied with all permit requirements in preparing the permit application and all the information in the application is true and complete.
- 5. The vendor-applicant shall comply with all permit requirements for the duration of any permit approved under these permit requirements.
- 6. The vendor-applicant understands that if the vendor does not comply with all permit requirements, the City may revoke the permit or take other enforcement actions described in the permit requirements and the Seattle Municipal Code.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

8/14/18 W1, NM Signature

State of New York County of Queenst

This is to certify that on this <u>1</u> day of <u>Avg ust</u> 20 <u>18</u>, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Vipul Patel to me known to be the general (title) of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Millian Langer

	AAAAAAAAA	7
ĺ	LILLIAN BOWMAN	b
ĺ	Notary Public - State of New York	L
l	NO. 01BO4977472	K
1	Qualified In Kings County	K
i	Qualified In Kings County My Commission Expires <u>62/04/19</u>	ł
J		ę

3. Device Information

For each device the applicant wants to deploy at program start, including any devices proposed or approved in a previous permit.

3.i design specifications as described in Requirements ES1.1(c)

The vendor's design specifications for the proposed device or device component shall include the following information, if applicable: 1. a description of the device and its components; 2. the overall dimensions of the device with all components intact; 3. the device's weight with all components intact; 4. the diameter of each wheel; 5. the width of each wheel and tire; 6. the distance between the centers of the front and rear wheels ("wheelbase"); 7. the device's maximum load capacity; 8. the height of an upright device as measured from the ground to the topmost structural frame component that a rider must step over to mount the device ("standover height"); 9. the number of gears and the gear ratios; 10. the power source and recharge procedure for all electrical components, including lamps, batteries, and location tracking unit; 11. the location tracking technology, including transmission frequency, geographic accuracy, and margin of error; 12. if the device is electric-assisted, the motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms; 13. the location of any cargo-carrying component or area and the maximum cargo load; 14. the proposed location of all information the vendor is required to affix the device under Requirement ES3; 15. all specifications for which a design standard applies as described in Requirement ES1.5; 16. any other specifications the vendor or Program Manager deems relevant.

Lyft's Bike network will consist of GenZe Electric Bikes (currently used in the Motivate Ford GoBike program in San Francisco), adapted with custom parts, at the outset of operations. An image of the Lyft Bike is provided in Section 3iii below, with a full detailed specification provided in Table 1 below.

Item	Description
Dimensions	Approx. 71 x 26.5 x 44 in
Weight	Approx. 67 lbs
Material	Aluminum
Derailleur	8-speed Shimano ALTUS RD-M310-L
Gear Shift	Microshift Thumb Shifter
Wheels	26" x 1.95"
Wheelbase	1120 MM +/- 10 MM
Maximum load capacity	300 lbs
Standover height	445 MM +/- 15 MM
Gear ratio (48 tooth chainring)	4.0, 3.43, 3.0, 2.67, 2.29, 2.0, 1.71, 1.50
Gear range	266%

Mode	Pre-programmed pedal assist
Motor Power	350W
Max assist speed	15 mph
Range	25 mi
Battery	Removable Samsung 32E Li-Ion Battery; 36V
Braking	Drum (front), Disc (rear)
Lights	White headlight and red tail-light
Battery status indicator	5 leds display charge level
Bike status indicator ring	Green is available , blue is reserved/locked, white is in-ride enabled, red is broken or booting or out of service
Lock	U-lock attached to the bike frame, i.e. "lock-to"; communicates with bike to be aware if lock is engaged or not.
Connectivity	LTE Cat-1 Cellular Modem + BLE SoC
LTE modem operating frequencies	Band 4 (1700MHz) and Band 13 (700Mhz)
Location	GPS Module & Antenna
Sensors	Accelerometer & Gyroscope
Storage	Handlebar basket, 25 lb weight limit
GPS Position Accuracy	± 2.5m

Lyft Bikes are retrofitted with a custom connectivity module, which communicates with Lyft services using an LTE cellular modem. The location of bikes will be detected using a GPS antenna module. Location, vehicle battery level, and status will be sent back via LTE cellular modem and ingested into Lyft services. Additionally, we will log usage, speed, and trip data; Lyft will use this data to ensure its fleet is frequently available, reliable, compliant with local regulations and well-utilized.

The Lyft Bike main power source is a Samsung SDI removable pack as noted in Table 1. This battery provides power to the motor control and drivetrain system in addition to powering the Lyft custom connectivity module for location tracking and integration to the Lyft software services. The headlight is also powered by the main battery, while the rear light is powered by a dynamo front hub. The main battery for the Lyft Bike is hot swappable, and Lyft's Fleet Management Team replaces these batteries once they have depleted based on several thresholds determined from ongoing battery tracking. In the event that the main battery is damaged, or fully depleted, a backup battery is located in the Lyft custom connectivity module to always allow for real time location tracking of the bike.

3.ii evidence of compliance with applicable design standards as described in Requirement ES1.5;

ES1.5 Design Standards. (a) Bicycles and electric-assisted bicycles shall comply with all applicable design standards described in the Code of Federal Regulations ("Requirements for Bicycles," at 16 CFR § 1512) and by the International Organization for Standardization ("Cycles including their components and systems," at ICS 43.150). Other devices shall comply with appropriate national or international design standards for that type of device. (b) The Program Manager may approve a device or device component that deviates from applicable design standards if the vendor demonstrates to the Program Manager's satisfaction that: 1. the proposed device or device component complies with another appropriate design standard; or 2. the proposed device or device component is comparable to a device or device component that complies with appropriate design standards.

The GenZe e200 series product and the e212 product have been evaluated and found to comply with the requirements of 16 C.F.R. § 1512. The 200 series step thru frame has also been EN tested as per the following test standards and passed.

- EN14764, 4.8.3 Pedaling Fatigue Test
- EN14764, 4.8.4 Vertical Force Fatigue Test
- EN14764, 4.8.5 Horizontal Force Fatigue Test

The Motivate fork designed for the GenZe product was also EN tested as per the standard below:

• EN14764-2005, 4.9.4 – Fork Bending Test / ISO4210-2014 and passed the testing.

Third party test reports can be provided to SDOT upon request.

3.iii illustrative images of the device and its components



Lyft GenZe Bike e200 and Trade Dress.







3.iv descriptions and illustrative images of all information the applicant will affix to the device, including trade dress, contact information, rider education information, and any other information the applicant proposes;

See image in Section 3.iii above for Trade Dress

See decal images and placement on the following three pages.

3.v Maintenance Mode

For information about how device maintenance status will be monitored, please see Section 5.iii.

3.vi Emergency Unlocking

For information about our Emergency Unlocking Program, please see Section 9.ii.

LYFT ELECTRIC BIKES

Decal Placement

1a Electric Bike Tips
1b Safety Tips
2a Lock/docked/broken bikes
2b Get the app
3a Bell
3b Shifter
4a This is not a seat
4b Max weight
5 Obey all traffic laws
6 ID Number/Support
7 Bike number
8 This is not a seat



LYFT ELECTRIC BIKES

Decal Placement

1a Electric Bike Tips
1b Safety Tips
2a Lock/docked/broken bikes
2b Get the app
3a Bell
3b Shifter
4a This is not a seat
4b Max weight
5 Obey all traffic laws
6 ID Number/Support
7 Bike number
8 This is not a seat

Note: We show three languages on the decals presented here but are open to discussing expanding the decals to include all 8 required languages, taking into consideration the trade-off between space limitations and completeness of instructions.



3

LYFT ELECTRIC BIKES

Decal Placement

1a Electric Bike Tips
1b Safety Tips
2a Lock/docked/broken bikes
2b Get the app
3a Bell
3b Shifter
4a This is not a seat
4b Max weight
5 Obet all traffic laws
6 ID Number/Support
7 Bike number
8 This is not a seat



4. Applicant's proposed Fleet Deployment

4. Description and map of the initial service area for each device the applicant wants to deploy and any planned changes during the permit year

INITIAL SERVICE AREA.

As discussed in Section 4.ii below, Lyft plans to launch with a fleet of **1,000** electric bicycles and scale the fleet up to 4,000 bicycles during the first month of operation. We would plan to have 5,000 bicycles on the ground by the beginning of 2019, spending the first months focused on delivering high quality operations through an equitably distributed fleet. At launch, Lyft will focus on the area from Green Lake south to Seward Park which will include the University District, Ballard, Downtown, Capitol Hill, SoDo, and Columbia City areas as detailed in the map below. These areas include major transportation hubs and neighborhoods where riders can utilize Lyft bikes to commute to and from work, go to major sporting and entertainment events, see some of Seattle's largest tourist attractions, and visit local businesses and restaurants.



The initial launch service area will serve approximately 240,000 residents and covers 11 Link Light Rail stations, including the Mt Baker Transit Center which also provides access to numerous Metro Routes (7, 8, 9X, 14, 48, 106). Lyft proposes to include the Mt Baker station as a discount transit zone as detailed in Section 6.ii.

At launch, Lyft's Operations team is committed to keeping 15% of bikes in equity focus area neighborhoods, namely Atlantic, First Hill, and Minor.

EXPANDED SERVICE AREA.

Lyft will increase our fleet size to 4,000 bicycles and serve all City of Seattle neighborhoods after the first month of operations. Lyft proposes to meet with SDOT prior to scaling to 4,000 bikes to discuss the first month's performance and make sure all nuisance issues are being properly addressed before scaling. By the beginning of 2019, Lyft will have our full fleet of 5,000 bicycles deployed.

Lyft proposes to use the first 4 months to optimize our rebalancing system as well as our compliance education and rewards system within the Seattle market. While free-floating bike share programs provide great benefits to system users in terms of convenience of access, there are increased risks of community discontent as a result of improper riding and parking etiquette around the community. Potential issues include blockage of sidewalks, ADA ramps and bus stop pads, as well as safety hazards for other bikers and pedestrians. As a result of the suite of issues that can accompany the rollout of any free-floating bike share program, Lyft favors metered rollout plans that will allow us to effectively educate system users and prove to the local neighborhoods that we are committed to proactively addressing community concerns before we scale our programs.

DAILY BIKE ALLOCATION PLANS.

Daily allocation of bicycles will be driven by local utilization rates as well as equity considerations. Lyft will provide at least 15% of its bicycles in equity focus areas and replace bicycles that have shifted throughout the day. Lyft's approach to e-bike allocation in the equity focus areas will be driven by further conversations with SDOT and the local transit operations. The aim of the program implemented in these zones will be two-fold:

1. Close any first-last mile gaps to local transit hubs.

2. Tackle known first-last mile gaps to employment and education opportunities.

Lyft will work with SDOT, local transit agencies, as well as researchers at the University of Washington to inform and iterate its equity service plan with an eye toward providing the largest impact possible on transportation barriers to employment and education.

4.ii Description of the applicant's proposed fleet, including the number of devices of each type the applicant proposes to deploy and any changes during the permit year;

Lyft proposes to deploy 1,000 GenZe bicycles (outlined in Section 4i) at launch and then to add an additional 3,000 bicycles after the first month of operations (after meeting with SDOT around operations and neighborhood impacts). Lyft proposes to grow our total bike fleet to 5,000 bicycles by the beginning of 2019.

In addition to the GenZe Bicycle Fleet, Lyft plans to make an adaptive cycling fleet available on a pilot basis, as detailed in Section 9 below. Drawing from best practices and learnings from Motivate's Biketown Adaptive Cycle program in Portland, OR, Lyft will make adaptive cycles available through the Lyft Bike Program HQs and/or partner locations such as bike shops around the community. Additional adaptive cycles could and would be rolled out across the community based on demand and utilization of the equipment.

4.iii Description of the proposed geographic distribution of its deployed fleet, including the vendor's proposed fleet distribution in the equity focus areas described in Requirement O1.6 and Appendix D

Requirement O1.6 Equity Focus Areas. The vendor shall distribute no less than 10% of its deployed fleet within the geographic areas described in Appendix D. SDOT encourages the vendor to exceed this minimum.

As outlined in Section 4.i above, Lyft's Operations team is committed to keeping 15% of bikes in equity focus area neighborhoods, namely: Atlantic, First Hill, and Minor.

As we grow to a fleet of 5,000 bikes, Lyft plans to rebalance to ensure that 15% of bikes will be maintained in equity focus area neighborhoods. We will work hand in hand with SDOT and our equity partners (anchored by the Urban League) to develop an equity plan that is intended to overcome transportation barriers to education and employment. More details on our equity plan can be found in Section 8.iii.

4.iv if applicable, a disclosure that the applicant will not meet the minimum fleet size requirement and a fleet deployment schedule as described in Requirement O1.4

Lyft plans to launch with 1,000 bikes in order to ensure the rollout of a program that works for both the system users and the community at large.

Lyft will expand service area to extend to all of Seattle after the first month with a fleet of 4,000 bikes, and grow the fleet to a full system of 5,000 bikes by the beginning of 2019.

5. Applicant's Contact Information

5.i A description of the applicant's required and optional public contact methods as described in Requirement O3.1, including illustrative images of any smartphone applications.

O3.1 Public Contact Methods. (a) The vendor shall provide the following contact methods for public use: 1. a local or toll-free telephone number that connects to a live person or allows the caller to leave a message; 2. a contact number capable of receiving and responding to text messages; and 3. an email address. (b) The vendor may provide additional contact methods such as a smartphone application.(c) If the vendor receives a report under Requirements O2.1, O2.2, or O2.3 by any means other than a live telephone call, the vendor shall provide a callback or written acknowledgement of thereport within the time the vendor is required to inspect the device.

Lyft is committed to bringing timely and convenient support to the program's customers. To achieve our goals of always being available to resolve customer concerns, Lyft will provide customer service and support through four channels: Lyft's Critical Response Line, our Local Bike Operations Hub, our Online Help Center and Social media. Customers can reach the first three channels through our in-app support portal.

1. LYFT HELP AND CRITICAL RESPONSE LINE (24/7).

Lyft's Trust & Safety team will be available around the clock to support Lyft users. A Help Center agent is available 24 hours a day, 7 days a week and responds to any crashes, safety incidents, and citations that may occur through the bike program. The help center can be accessed through the Lyft App at any time through our report an issue feature.

2. LYFT BIKE OPERATIONS HUB.

Lyft Bike Operations Hub will be open 24/7 to resolve critical local customer and City issues such as parking compliance, vehicle operations, and accidents. Critical local user issues will be relayed to

local Lyft staff, where customers will be able to have their issue resolved over phone or email.

3. ONLINE HELP CENTER OF FAQs.

Lyft's Support team manages an online Help Center (<u>https://help.lyft.com/hc/en-us</u>) with how-tos and responses to frequently asked questions, as well as a robust contact form so the Lyft Customer Experience team can process and respond to individual issues that may arise. Depending on the question and support needed, both phone and email support are available in the Help Center.



4. SOCIAL MEDIA.

The Lyft support team has dedicated staffing to address customer concerns over social media. The Twitter handle is @AskLyft.

5. CONTACT INFO ON BIKE.

As detailed in Section 3, the physical bike itself will also have decals on the device with both a contact number and email address for support.

Our Rider Education Plan is discussed in further detail in Section 8.ii.

5.ii If known, the applicant's contact information for City use as described in

Requirement O3.2.

Requirement O3.2 Contacts for City Use. (a) The vendor shall provide the Program Manager with addresses, including a postal address and an email address, to which the City will send written notices and other official correspondence. (b) The vendor shall provide the Program Manager with telephone and email contact information and contact hours for the following personnel: 1. the vendor's general manager for Seattle; 2. a policy development contact person; 3. a local fleet operations manager; 4. a data collection and reporting contact person; 5. a programming or equity contact person; and 6. a 24-hour contact person or persons, if different from the above. (c) The vendor shall notify the Program Manager if any of the required contact information changes

The City will be able to contact Lyft Program Management at the following postal and email address:

- Email Address: lbs_notices@lyft.com
- Postal Address: Lyft, Inc., 1008 Western Avenue, Suite 205, Seattle WA 98104, Attn: Bike Program Management

In addition, the City will be provided with the contact information for the following lead contacts for our Seattle Bikeshare program:

- General Manager, Seattle Lyft: Todd Kelsay
- General Manager for Lyft Bikes, Seattle: Vipul Patel
- Policy Development Contact Person: Caroline Samponaro
- Local Fleet Operations Manager: Julia Krueger
- Data Collection and Reporting Manager: James Hsu
- Equity Contact Person: Caroline Samponaro, Marika Lee
- **24 hour Contact Person:** The Lyft Operations Center as well as the Local Fleet Operations Manager and team will be available to respond to emergencies with staff on call and reachable at <u>loc-escalation@pagerduty.com</u>.

5.iii A description of the applicant's procedure for receiving and acknowledging reports received under Requirements O2.1 to O2.3.

Requirements O2.1-0.23. O2.1 Improperly Parked Devices. If anyone notifies the vendor that a device is improperly parked in the City and provides the device's unique identifier or its approximate location, the vendor shall visually inspect the device and remove or repark the device if it is improperly parked. The vendor shall complete its inspection and correct any improper parking within the following times: 1. if the notification alleges the device is an obstruction hazard as described in Requirement P1.6 and the report was made between 6:00 AM and 11:59 PM, two hours after the vendor receives notice; 2. if the notification alleges the device is an obstruction hazard and the report was made between midnight and 5:59 AM, four hours after the vendor receives notice; or 3. if the notification does not allege the device is an obstruction hazard, 24 hours after the vendor receives notice. O2.2 Devices Needing Maintenance. (a) If anyone notifies the vendor that a device in the City is not in good working order and provides the device's unique identifier or its approximate location, the vendor shall visually inspect the device and shall repair or remove the device if it is not in good working order. The vendor shall complete its inspection and repair or remove the device within 24 hours after the vendor receives notice, unless a shorter time applies under Requirement O2.1. (b) If the notification alleges or the vendor otherwise has reason to believe that a device is unsafe to operate, then the vendor shall suspend new rentals on the device immediately as described in Requirement ES4.2. O2.3 Idle Devices. A device is idle if it has been parked in the same location in the City for more than seven days without being rented or being visually inspected by the vendor. If anyone notifies the vendor that an idle device is idle, the vendor shall inspect, repark, or remove the device no later than 48 hours after the vendor receives notice.

Lyft will ensure smooth operations and an ability to comply with O2.1 to O2.3 through a combination of tools and operational strategies as outlined below and discussed in other portions of this application.

Fleet Management System. As discussed in Section 8, the Lyft team will draw on its back-end fleet management tool to track the location of bikes in need of repositioning. We will be able to ensure that each bike is properly and safely parked when it is not in use and be able to quickly identify if we need to dispatch fleet managers to reposition our bikes.

Proactive Maintenance. Also discussed in Section 8, Lyft implements a preventative maintenance program that will allow us to track bike health and provide preventative maintenance to our bikes before issues arise.

In-App Feedback. After each ride, customers will be able to provide real-time information about their ride experience, including the quality of the bike. Through this mechanism, we will be able to understand when issues may arise and need to be addressed. Please see Section 5.i for more details.

Help Center Contact. In response to a report regarding improper parking, Lyft will dispatch its operations team as discussed in Section 10 below to rebalance the fleet. Reports of improper parking can be submitted through the multiple channels listed in Section 5.i and our local microsite as discussed in Section 8.ii.

Lyft • Seattle DOT Bikeshare Permit Application

6. Applicant's Proposed Rental Structure

6.i Applicant's pricing structure and exhibits showing how the applicant will disclose the pricing structure to its riders, as described in Requirement O4.1;

Requirement O4.1 Pricing and Rider Fees. Before the rider rents a device, the vendor shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the device.

Below is the proposed pricing schedule that Lyft would use at the outset of the pilot period. Our schedule consists of a base fare and a per minute fee. Lyft's offering also includes the option of a small reservation fee that will allow users to book and hold a bike for up to ten minutes. This reservation feature will provide consumers with an assurance that their bike won't disappear as they walk to it, and will limit possible negative customer interactions with two individuals arguing over one vehicle.

Our basic fare package also includes an out of service area penalty in order to encourage and enforce compliance with the program. Finally, Lyft will also implement a dynamic discounting system that promotes multi-modal trips that include transit, helps rebalance the network to increase service quality, and fosters parking compliance.

Туре	Proposed Rate	Details
Unlock Fee	\$1	Base Fare of \$1 per trip on a Lyft bike.
Usage Rate	\$0.15 per minute	Per-minute rate initiating from time of unlock until the bike is parked, locked and released to the network. *Users will be able to lock the bike and put it in standby mode in order for them to go off the bike temporarily while still being charged the per-minute rate
Out of Service Area Penalty	Distance based Up to \$100	Ride within the lines! If a bike is left outside the service area, we will reserve the right to charge the Rider a Service Fee of up to \$100 depending on the distance of the violation. Lyft's out of service geofencing technology can be used to ensure bikes are not left in congested areas or blocking critical pedestrian corridors.
Reservation Fee	\$0.15 per minute	Users will be able to reserve a bike for up to 10 minutes in order to ensure the bike isn't taken as they walk to their vehicle.

Proposed Lyft Bike Pricing Structure

Ride Discounts	Lyft will use a broad set of incentives (discussed throughout application) to encourage users to ride
	safely, link with public transit, park in preferred areas, and reposition bikes to areas in need of supply.

In App Ride Cost Communication.

The Lyft App clearly communicates to riders what the cost of a ride will be before they take a ride, as well as warns them if they are about to park their bike in a prohibited zone leading to a penalty charge. Below are a screenshot of the pre-ride cost schedule and the potential penalty fee.



6.ii a description of any reduced-fare program element, as described in Requirement 04.2

O4.2 Reduced-Fare Program Element. If 50% or more of the vendor's deployed fleet consists of electric-assisted devices, then for the duration of the permit the vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for the ORCA Lift reduced-fare program or the Regional Reduced Fare Permit (RRFP) program shall be eligible for the vendor's reduced-fare program element. Unless the vendor proposes and the Program Manager approves a different price structure, the vendor shall charge eligible riders no more than \$1.50 per hour.

Shared bikes have the potential to add tremendous value to the transportation network in Seattle. To do so, they must improve access and affordability for all residents. Lyft's bike program will launch with a strong equity program aimed at addressing affordability concerns as well as structural barriers to shared mobility use.

We recognize that cost can be a barrier to shared mobility access for traditionally underserved and low income communities. We have laid out a series of discount programs that we plan to offer during our pilot to meet expected demand and ensure equitable access. Although low-income cost plans have been an important step in broadening bike share ridership, greater impacts have been realized when discount plans are coupled with strong community partnerships and outreach. We intend to work hand-in-hand with community partners to ensure that equitable access is a core component of our operational approach. Most notably, we will sign a formal partnership agreement with the Urban League of Metropolitan Seattle that has the capacity to support us in the rollout of our shared mobility pilot program, and ensure that equity is considered at every stage of our operations, including:

- Developing membership options and marketing materials that empower local communities;
- Engaging in community outreach that leads to ridership demographics which reflect the diversity of the local communities we serve; and
- Recommending locations for bikes that help solve issues around access to public transportation, as well as other local transportation needs.

LYFT COMMUNITY PASS | Low income discount program

Lyft's low-income discount program, the Lyft Community Pass program, costs \$5 per year and includes unlimited free 30 minute rides. Access is available to Seattle residents ages 18 and older who qualify for the ORCA LIFT, Regional Reduced Fare Permit program, Medicaid, or SNAP. Qualifying participants can sign up on Lyft's website or in-person at select locations to be determined in concert with SDOT.

In order to ensure that we make the Lyft Community Pass program available to as many residents as possible, Lyft will partner with community based organizations to develop a robust outreach strategy built on engaging and taking direction from trusted leaders who are accountable to communities that have too often been left out of planning decisions. Our collaboration has several key objectives:

- Ensure socioeconomic diversity is central to the deployment of Lyft's program, striving towards ridership demographics that are representative of the the City of Seattle community.
- Increase first and last mile connectivity to transit.
- Ensure Lyft's bikes become a fundamental tool to help residents gain better access to opportunities and to public transit.
- Reduce congestion, greenhouse gas emissions and vehicle miles traveled.

With these goals in mind, our approach will be to:

- Reach out, listen to, partner with, and respond to what the community says they need.
- Seek guidance from a group of representatives from traditionally underrepresented communities.
- Meet the community where they are, in local settings they have ownership of and by trusting community leaders to help lead conversations with residents.
- Create culturally sensitive and multilingual marketing tools.

TRANSIT ZONE DISCOUNTS

Lyft believes bike sharing is a key first-last mile solution to bridge the gap between Seattle's core bus and rail networks and a traveler's final destination. To support higher transit utilization, Lyft will identify transit zones that will offer users up to a 100% discount on rides that start or end at designated King County Metro bus, Link Light Rail and Sounder rail stations.

STUDENT DISCOUNT PROGRAM

Lyft is committed to providing sustainable transportation solutions that reduce single-occupancy vehicle trips at colleges and universities. By providing Lyft Shared ride solutions to educational institutions, Lyft is helping reduce campus congestion, improve traffic flows and reduce the need to build additional parking structures.

In the upcoming school year, Lyft is partnering with the Seattle University and The University of Washington in a variety of ways including efforts to help reduce congestion and improve transportation efficiencies, particularly for large scale events like football and basketball games that often negatively impact large areas of the city. Upon launching our bike program, we aim to



explore adding bike options to the program to provide affordable first-last mile connections for students to and from the major transit lines serving the university.

In addition, Lyft also plans to make our low-income Lyft Community Pass available to pre-qualifying students at Seattle University and University of Washington.

6.iii a description of the applicant's low-barrier rental methods, as described in Requirement O4.3

Requirement O4.3 Low-Barrier Rental. The vendor shall establish at least one method by which a rider who has no smartphone, no bank account, and no charge card can rent a device.

Serving Unbanked Populations

New mobility options have tremendous potential to improve regional mobility, but only if they are an option for every Seattle resident. Lyft has enabled payment solutions to ensure that cities and transit agencies that utilize Lyft can meet Title VI requirements to provide unbanked passengers access to the Lyft network. For passengers without a credit card or checking account, Lyft will work with community partners to allow individuals to purchase coupon vouchers with cash. Additionally, rides can be paid for using prepaid debit cards. Prepaid debit cards can be purchased at most grocery store, convenience store and pharmacy chains including CVS, Walgreens, Kroger, 7-Eleven, etc.

In addition, to support the City's goals around providing digital equity solutions, we are exploring ways in which cash payments can be accepted through our community partnerships program and would allow individuals to purchase coupon vouchers with unique codes to unlock bikes.

Serving Non-Smartphone Users

We will support customers who do not have access to a smartphone by providing support signup via the web and enabling our bikes to be unlocked/locked via SMS text messaging that all basic cell phones support. We look forward to working with SDOT as well as other city and community leaders working to foster digital inclusion to work on solutions that can provide non-smartphone users with the same level of service as smartphone users. We believe through collaboration, we will be able to better understand how these types of universal design features in our bikeshare program can help create pathways to new jos, provide access to health and social services, and ensure a better quality of life.
7. Applicant's proposed data collection and integrity structure.

7.i Description of the technology and procedures the applicant will use to collect, process, and share the data required in Requirements DS1, DS2, DS3, and DS4;

DS1. Fleet Data DS1.1 Generally. (a) The vendor shall collect and submit the following data on all devices in its fleet: 1. deployed-device data as described in Requirement DS1.3; and 2. trip data as described in Requirement DS1.4. (b) At the Program Manager's discretion, the vendor shall submit its data to SDOT, an independent data analyst SDOT selects, or both. Free-Floating Bike Share Program DRAFT Permit Requirements – 7/31/18 Data Sharing Page 27

DS1.2 How Submitted. (a) The vendor shall submit the fleet data through an application program interface (API) or other format approved by the Program Manager or independent data analyst. (b) The vendor shall submit deployed-device data in real time. For each week ending on Sunday, the vendor shall submit the trip data on or before the following Friday at noon. The Program Manager may direct the vendor to submit fleet data at a different time and frequency. (c) The vendor may submit fleet data it collects during the first 45 days of its permit in a commaseparated values (CSV) or spreadsheet file format.

DS1.3 Deployed-Device Data. (a) The vendor shall collect and submit data on the status and location of each device that is deployed in the City of Seattle or within 1000 feet of City boundaries and is not being rented. (b) The vendor shall generate a deployed-device data record describing each device's status and location as reported by its tracking component at the following times: 1. when the vendor deploys and parks the device; 2. when the vendor removes the device to its physical custody, including removal with the intent to redeploy the device in another location; and 3. for the duration of deployment at the following frequency: i. not less than once every four hours, if the device or device tracking component is newly deployed before January 1, 2019; or ii. not less than once every 30 minutes, if the device or device tracking component is newly deployed on or after January 1, 2019. (c) The vendor shall collect the required location data as reported by the device's tracking component described in Requirement ES2.2 unless the Program Manager approves a different data collection method. (d) The vendor shall collect and submit the data using the format and attributes described in Appendix E.1. DS1.4 Trip Data. (a) The vendor shall collect and submit data on each trip that begins or ends in the City of Seattle or within 1000 feet of city boundaries. (b) The vendor shall generate a data record describing each device's status and location as reported by its tracking component at the following times: 1. when the trip starts; 2. when the trip ends; and 3. for the duration of the trip at the following frequency: i. not less than once every five minutes, if the device or device tracking component is newly deployed before March 1, 2019; or ii. not less than once every three minutes, if the device or device tracking component is newly deployed on or after March 1, 2019. Free-Floating Bike Share Program DRAFT Permit Requirements – 7/31/18 Data Sharing Page 28 (c) The vendor shall collect and submit the required location data as reported by the device's tracking component described in Requirement ES2.2 unless the device or device tracking component is newly deployed before March 1, 2019 or the Program Manager approves a different location data source or collection method. (d) If the Program Manager directs the vendor to submit deployed-device data directly to SDOT, then the vendor shall collect and submit the data using the format and attributes described in Appendix E.2(a). If the Program Manager directs the vendor to submit deployed-device data to an independent data analyst, then the vendor shall collect and submit the data using the format and attributes described in Appendix E.2(b). DS2. Parking Report Data DS2.1 Generally. (a) The vendor shall collect data on reports the vendor receives under Requirements O2.1 and O2.3 and the vendor's response to them. The vendor shall submit a log of all parking reports as described in Requirement DS2.2 unless the Program Manager allows the vendor to submit a summary of those reports as described in Requirement DS2.3. (b) The vendor shall submit each month's data to SDOT in CSV or spreadsheet format no later than the tenth day of the following month. DS2.2 Parking Log. The vendor's parking log shall use the format and attributes described in Appendix E.4. DS2.3 Parking Summary. If the Program Manager allows, the vendor may submit a summary of the data it collects under Requirement DS2.2 instead of the parking log. The summary shall include the following: 1. the number of reports the vendor received: i. regarding devices reported to be an obstruction hazard; and ii. regarding

devices not reported to be an obstruction hazard; 2. the number of reports with the following outcomes: i. the vendor inspects the reported device and determines no action is required; ii. the vendor removes or reparks the device; iii. the vendor is unable to locate the device; iv. the vendor locates the device but the device is irretrievable; and v. the vendor is unable to respond to the report in 48 hours or less; 3. the vendor's mean and median response time to reports received: i. regarding devices reported to be an obstruction hazard; and ii. regarding devices not reported to be an obstruction hazard; and 4. a brief description of any significant parking issues, trouble spots, or problems with the vendor's reporting system or response efforts. DS3. Maintenance Data DS3.1 Generally. (a) The vendor shall collect data on its maintenance activities, any reports the vendor receives as described in Requirement O2.2, and the vendor's response to those reports. The vendor shall submit a summary of its maintenance activities as described in Requirement Free-Floating Bike Share Program DRAFT Permit Requirements – 7/31/18 Data Sharing Page 29 DS3.2 unless the Program Manager requires the vendor to also submit a full log of maintenance activities under Requirement DS3.3. (b) The vendor shall submit each month's data to SDOT in CSV or spreadsheet format no later than the tenth day of the following month. DS3.2 Maintenance Summary. The vendor shall provide the following data in its maintenance summary: 1. the number of reports the vendor received regarding device that: i. are not in good working order, or ii. are unsafe to operate; 2. the number of reports with the following outcomes: i. the vendor inspects the reported device and determines no action is required; ii. the vendor repairs the device or removes the device for repair; iii. the vendor is unable to locate the device; iv. the vendor locates the device but the device is irretrievable; and v. the vendor is unable to respond to the report in 48 hours or less; 3. the vendor's mean and median response time to reports received i. regarding devices reported to be not in good working order; and ii. regarding devices reported to be unsafe to operate; and 4. a brief description of any significant maintenance problems that affected the vendor's devices, including product recalls, intentional destruction under Requirement ES4.3, and equipment failures causing injury. DS3.3 Maintenance Log. If the Program Manager requires, the vendor shall submit a maintenance log using the format and attributes described in Appendix E.5. DS4. Incident Log. DS4.1 Generally. The vendor shall collect data on all incidents in which the vendor's devices or personnel were involved in a collision, accident, injury, or property damage. The vendor shall submit each month's data in CSV or spreadsheet format to SDOT no later than the tenth day of the following month. DS4.2 Incident Log. The vendor shall collect and submit a log of its incident data using the format and attributes described in Appendix E.6.

Lyft's data collection, maintenance, and sharing capabilities are well-aligned with the SDOT specifications and we intend to comply with the data sharing requirements outlined in the City's Permit Requirements. Each Lyft bike is equipped with a GPS device enabling the real-time tracking of the device while it is in use in the field. Data relating to deployment, device utilization, and trip details are captured by Lyft's back-end fleet management tool. Lyft also maintains detailed records regarding, but not limited to, incidents, maintenance, and parking in its secure data warehouse.

While we recognize the unique requirements of SDOT to encourage consistency across jurisdictions, Lyft proposes to use the the widely adopted <u>General Bikeshare Feed Specification</u> (<u>GBFS</u>) as a model for satisfying its data sharing obligations, with a modification that each bike ID would be randomly regenerated each time a user stops a ride to protect the personal travel privacy of riders. As Lyft believes this is the best path forward, we are committed to working with the City of Seattle to explore this data sharing framework and any desired changes to the approach.

In addition to SDOT's data sharing requirements, Lyft wants to be a great partner in Seattle's new mobility planning efforts. To that end, to ensure that we are delivering useful bikeshare ride insights to the agency, we would also aim to provide aggregate data to SDOT through an easy-to-navigate monthly report and later a dashboard. Lyft's reports would provide insights into total trip making, vehicle utilization, and popular corridors - with the aim of assisting planning and program evaluation efforts, while maintaining individual passenger privacy. Our team will meet with

SDOT to discuss data needs and additional dashboard desires to inform future iterations of the dashboard product.



Sample Lyft Bike Reporting Dashboard

7.ii Description of the data integrity or accuracy limitations of the applicant's data collection, processing, and sharing technology and procedures;

Since Lyft launch in 2012, it has been able to improve its ability to ingest and process location data. While there are still limitations to the accuracy of GPS technology, location data will be as accurate as possible.

Lyft will provide an API for municipality to access that will include access to data that aligns with SDOT's data sharing requirements, and if acceptable to the SDOT, the GBFS framework (<u>https://github.com/NABSA/gbfs</u>). We also aim to provide aggregate data to the SDOT through an easy to navigate report and later a dashboard. Lyft's reports would provide insights into unique users, trip making, and popular corridors - with the aim of assisting planning and program evaluation efforts, while maintaining individual passenger privacy.

7.iii Description of the applicant's plan to disclose its data collection practices to riders as described in Requirement DS6

DS6. Disclosure to Rider. The vendor shall disclose to each rider at least once during the permit term the types of data it collects from riders and devices and the types of data the vendor reports to others.

Lyft's data collection and processing practices will be as set forth in Lyft's General Terms of Service (https://www.lyft.com/terms), or Bike Terms of Service below (7iv) and Lyft's Privacy Policy (https://www.lyft.com/privacy) which is acknowledged by users when they create a Lyft account. The Terms of Service and Privacy Policy are available in our app and online. Lyft does not sell personal data of its users.

7.iv a copy of any user agreements the rider must accept in order to use the applicant's service.

Lyft Product Rental, Waiver of Liability and Release Addendum

Effective Date: Lyft's Terms of Conditions as of May 30, 2018. Subject to change.

This Lyft Product Rental, Waiver of Liability and Release Addendum (the "Addendum") is an addendum to the Lyft Terms of Service (the "Agreement," available at lyft.com/terms) governing your use of the Services (defined below). The Agreement is expressly incorporated herein by reference.

PLEASE READ THIS ADDENDUM CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of your use of any of the Services (defined below), Lyft, Inc. ("Lyft") requires that you agree to all terms and conditions in this Addendum, as applicable. The "Services" provided by Lyft are composed of several elements, including (1) Lyft Product parking locations ("Locations"), (2) Lyft Bike Share bicycles ("Bike"), electric bicycles ("e-Bike"), and electric scooters ("e-Scooter") (electric vehicles collectively referred to as "E-vehicles," Bikes and E-vehicles are collectively referred to as "Products), and (3) all other related equipment, personnel, services and information provided or made available by Lyft.

Lyft expressly agrees to let, and you expressly agree to take on, rental of the Products subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Addendum shall be deemed to be denominated in U.S. dollars.

1. GENERAL RENTAL AND USE OF PRODUCTS.

1.1 You Are the Sole Permitted User. You and Lyft are the only parties to this Addendum. You are the sole renter and are solely responsible for compliance with all terms and conditions contained herein. You understand that when you activate a Product, the Product must be used only by you. You must not allow others to use a Product that you have activated.

1.2 You Must Be At Least 18 Years Old. You represent and certify that you are at least 18 years old.

1.3 You Must Be a Competent Product Operator. You represent and certify that you are familiar with the operation of the Product, and are reasonably competent and physically fit to ride the Product. By choosing to ride a Product, you assume all responsibilities and risks for any injuries or medical conditions that may result from your use. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical

storms, make it dangerous to operate a Product. We advise you to adjust your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Product is the Exclusive Property of Lyft. You agree that the Product and any Lyft equipment attached thereto, at all times, remain the exclusive property of Lyft. You must not dismantle, write on, or otherwise modify, repair or deface a Product, any part of a Product, or other Lyft equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Product in any way. You must not use a Product, or other Lyft equipment for any advertising or similar commercial purpose.

1.5 Product Operating Hours and Product Availability. You agree and acknowledge that the Products are not available 24 hours a day, 7 days/week, 365 days per year. Products must be rented within the maximum rental time limits set forth below. The number of Products are limited and Product availability is never guaranteed.

1.6 Product May be Used and/or Operated only in Permitted Areas. You agree to only use, operate and/or ride the Product in permitted areas as defined by law and Lyft's policies. Using, deactivating or leaving a Product outside of the Permitted Area may result in a pick up fee of up to \$100.

1.7 You Must Follow Laws Regarding Use and/or Operation of Product. You agree to follow all laws pertaining to the use, riding, parking, charging and/or operation of the Product, including all state and local laws and the rules and regulations pertaining to Products in the area where you are operating the Product, including any helmet laws.

1.8 Prohibited Acts. YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

• Operate any Product in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any Products on sidewalks and/or parking Products

• Operate a Product while carrying any briefcase, backpack, bag, or other item if it impedes your ability to operate the Product safely.

• Operate a Product while using any cellular telephone, text messaging device, portable music player, or other device that may distract you from safely operating the Product.

• Operate a Product while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to operate a Product safely.

- Carry a second person or child on a Product.
- Use any locking mechanism on the Product other than those provided by Lyft.

• Park any Product in a manner that does not strictly comply with all applicable laws,

rules, regulations, and/or ordinances. You expressly agree that you are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that you are operating any Product.

• Park or place any Product in a manner that prevents Lyft from locating and accessing it. If You violate this Section, Lyft may charge you up to \$600, in our sole and absolute discretion.

1.9 Product is Intended for Only Limited Types of Use. You agrees that you will not use the Product for racing, mountain, stunt or trick riding. You agree that you will not operate and/or use the Product on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. You agree that you will not use the Product for hire or reward.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Product as communicated to you by Lyft.

1.11 No Tampering. You must not tamper with, attempt to gain unauthorized access using, or otherwise use the Lyft System or other Lyft equipment other than for purposes of using a Product pursuant to this Addendum.

1.12 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, stolen or lost Product, to Lyft as soon as possible. If a crash involves personal injury, property damage, or a stolen Product, you shall file a report with the local police department within 24 hours. You agree that you are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Product.

1.13 Your Responsibility for Product Use and Damage. You agree to return the Product to Lyft in the same condition in which it was rented. You will not be responsible for normal wear and tear.

1.14 Electric Vehicles. You agree and acknowledge that e-Vehicles may not be available at all times. e-Vehicles require periodic charging of batteries in order to operate. You agree to use and operate e-Vehicles safely and prudently and comply with all restrictions and requirements associated with e-Vehicles, as set forth in any all applicable laws, rules, regulations, and/or ordinances. You understand and agree to the following:

• The level of charge power remaining in the e-Vehicle will decrease with use of the e-Vehicle (over both time and distance), and that as the level of charge power of the e-Vehicle decreases, the speed and other operational capabilities of the e-Vehicle may decrease (or cease in its entirety).

• The level of charging power in the e-Vehicle at the time you initiate the rental or operation of the e-Vehicle is not guaranteed and will vary with each rental use.

• The rate of loss of charging power during the use of the e-Vehicle is not guaranteed and will vary based on the e-Vehicle, road conditions, weather conditions and other factors.

• It is your responsibility to check the level of charge power in the e-Vehicle and to ensure that it is adequate before initiating operation of the e-Vehicle.

• The distance and/or time that you may operate the e-Vehicle before it loses charging power is never guaranteed.

• The e-Vehicle may run out of charging power and cease to operate at any time during your rental of the e-Vehicle, including before reaching your desired destination.

2 PAYMENT AND FEES.

2.1 Fees. You may use the Product on a pay per ride basis or as otherwise in accordance with the pricing described in the app. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Lyft. Lyft will charge your credit, debit card or other agreed payment methods the amount of the fees as described in this Addendum or as otherwise in accordance with the pricing described in the app.

2.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Lyft App. Lyft reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.3 Maximum Rental Time and Charges. Maximum rental time is 12 hours. You agree that you will deactivate the Product rental within 12 hours of time that rental of the Product began. You may then rent again. You agree that you are solely responsible for being aware of any elapsed time related to the timely locking the Product. After return of the Product, the rider will be charged the accumulated rental charge. Products not returned (locked and a ride concluded) within 12 hours will be considered lost or stolen, and you may be charged up to \$600 and a police report may be filed. Lyft may also charge a service fee of \$25 for rentals in excess of 12 hours where the Vehicle is not lost or stolen.

2.4 Valid Credit Card or Debit Card. You must input a valid credit or debit card or other agreed payment method before you will be registered to use the Service. You represent and warrant to Lyft that you are authorized to use any payment method you furnish to Lyft. You authorize Lyft to charge the payment method for all fees incurred by you. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Lyft.

2.6 Pick Up Fees. If you are unable to return a Product to a valid area (e.g., you deactivate or leave the Product on private property, a locked community, or another unreachable area), and request that the Product be picked up by Lyft staff, Lyft, at its sole discretion, may choose to charge you a pick-up fee up to \$100. If any Product accessed under your account is abandoned without notice, you will be responsible for all trip fees until the Product is recovered and deactivated, plus a pick-up fee to recover the Product. Fees are subject to change.

3 RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

3.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Products, equipment or related

information, or (b) your use of any of the foregoing. "Released Persons" means, collectively Lyft and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns. In exchange for you being allowed to use any of the Services, Products, and other equipment or related information provided by Lyft, you (acting for you and for all of your family, heirs, agents, affiliates, representatives, successors, and assigns) (collectively, the "Releasing Parties" and each a "Releasing Party") do hereby fully and forever release and discharge all Released Persons for all Claims that Rider ever had, now has, or may claim to have against any Released Person. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

Releasing Party hereby acknowledges that he/she has been advised by legal counsel, is familiar with and fully understands the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the subject of this Section 3, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

3.2 Disclaimers.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, PRODUCTS, OR RELATED EQUIPMENT IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, PRODUCTS, OR RELATED EQUIPMENT, LYFT AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL OF THE SERVICES, PRODUCTS, AND RELATED EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). LYFT AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, PRODUCTS, OR RELATED EQUIPMENT WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, PRODUCTS, OR RELATED EQUIPMENT.

3.3 Limited Liability.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, LYFT AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS ADDENDUM, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, PRODUCTS, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS ADDENDUM OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A VEHICLE HELMET WHILE USING A PRODUCT, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF LYFT OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THE TOTAL LIABILITY OF LYFT AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES: AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

3.4 Assumption of Risk by You. You are solely and fully responsible for the safe operation of the Product at all times. You agree that Products are machines that may malfunction, even if the Product is properly maintained, and that such malfunction may cause injury. You agree that riding a Product and the Services involve many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to you or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are your sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by law or utilize other protective gear. You agree that if your use of any of the Products or Services causes any injury or damage to another person or property, then you may be liable for all resulting injuries, damages, and related costs. By choosing to operate a Product, you assumes full and complete responsibility for all related risks, dangers, and hazards, and you agree that Lyft and all other Released Persons are not responsible for any injury, damage, or cost caused by you with respect to any person or property, including the Product itself.

3.5 Indemnification. You will indemnify and hold the Released Persons harmless from all losses, suits, claims or other proceedings arising out of or relating to your use of Products and any breach of the terms of this Addendum; provided, however, that Released Persons must notify you as soon as practicable after the date notice of such loss, suit, claim or other proceeding is served on Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of Released Persons.

4 Additional Terms of Use.

4.1 Safety Check. Before each use of a Product, you shall conduct a basic safety inspection of the Product, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iv) good condition of the frame; (v) sufficient battery charge power; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem

or maintenance need. You agree not to operate the Product if there are any noticeable issues, and to immediately notify customer service to alert Lyft of any problems.

4.2 Lost or Stolen Product. A Product may be deemed lost or stolen if (a) the Product is not returned within 12 consecutive hours, (b) the Product's GPS unit is disabled, (c) the Product is parked on private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Product moves more than thirty feet after a rental has ended and Lyft believes such movement was not caused by another rider or authorized third party, or (e) other facts and circumstances exist that suggest to Lyft in its reasonable, good faith determination that a Product has been lost or stolen. You and Lyft agree that the last rider of a Product shall be responsible for a lost or stolen Product unless facts and circumstances suggest otherwise to Lyft in its reasonable, good faith determination. If Lyft deems a Product lost or stolen, Lyft shall have the authority to take any and all actions it deems appropriate (with respect to the last rider of a Product or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Lyft's systems is conclusive evidence of the period of use of a Product by a rider, including you. You must report Product disappearance or theft to Lyft immediately or as soon as possible.

4.3 Helmets; Safety. Lyft recommends that you wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. You agree that none of Lyft and its Released Parties are liable for any injury suffered by tiy while using the Service, whether or not you are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Addendum.

4.4 Vehicle Routes. You agree that Lyft does not provide or maintain places to ride Products, and that Lyft does not guarantee that there will always be a safe place to ride a Product. Roads, bicycle lanes, and other accessible areas may become dangerous due to weather, traffic, or other hazards.

4.5 Limitations on Product Rental. You agree that Lyft is not a common carrier. Alternative means of public and private transportation are available to the general public and to you individually, including public buses and rail service, taxis, and pedestrian paths. Lyft provides Products only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Product on their own and who have agreed to all terms and conditions of this Addendum.

4.6 Limitations on Availability of Service. Lyft makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Lyft from providing the Service. Access to the Service is also conditioned on the availability of Products. Lyft does not represent or warrant the availability of any Service or the availability of any Product at any time. You agree that Lyft may require you to return a Product at any time.

Lyft Product Rental Privacy Policy Addendum

This Lyft Product Rental Addendum ("Privacy Addendum") is an addendum to the Privacy Policy (www.lyft.com/privacy) between you and Lyft, and it sets forth additional terms and conditions that are applicable in the market in which you use Products on the Lyft Platform, including but not limited to use of our application, website, and other Products and Services. Capitalized terms not otherwise defined herein have the meaning set forth in the Privacy Policy and Addendum.

1. Information We Collect

A. Information You Provide to Us

When you initiate an e-Vehicle ride, you may share with Lyft documentation of your age by, for example, uploading a photo of your driver's license. You may also share photos of the Product and its location with us to help us understand the status of the bike and whether it has been used in compliance with our Agreement and Addendum.

If you communicate with us directly, we may receive additional information about you. For example, when you respond to any survey about the Lyft Platform or provide feedback about your experience, we will receive your name, email address, phone number, the contents of the communication and attachments you may send to us, and other information you choose to provide.

B. Information We Collect When You Use the Services and Products

Lyft Products may collect precise location at all times, and may transmit your location to Lyft during your use of the Product. We may also collect the precise location of your device when the app is running in the foreground or background, including for a period of five minutes after a ride in order to determine whether you have left the Product and ended your ride.

Your location information is necessary for things like determining ride start and stop locations, calculating charges for rides, and ensuring Products are used in compliance with our Agreement and Addendum (e.g., within certain service areas).

8. Applicant's Mandatory Scored Plans

8.i A parking and fleet management plan as described in Requirement P7.

P7. Parking and Fleet Management Plan. The vendor shall develop and implement a parking and fleet management plan in accordance with Requirement G10. The parking and fleet management plan shall describe how the vendor will: 1. ensure its staff park the devices correctly; 2. employ geofencing capabilities; 3. detect and repark improperly parked devices; 4. inspect devices to ensure they are in good working order and remove devices that are not in good working order; 5. encourage riders to park safely and conscientiously; and 6. encourage people to report safety, parking, and maintenance concerns.

We believe a comprehensive parking management strategy is critical to creating a free-floating bikeshare program that does not negatively impact our sidewalks, bike paths and roadways. To ensure that our bikeshare system adds value to Seattle's public right of way, we have decided to equip our bicycles with lock-to technology. Lyft bikes users will be instructed to lock their vehicle to a bike rack, post, or similar object when ending the ride, and the ride will not end unless the lock is engaged. We are eager to work with the City to ensure that we help create adequate bike parking options, whether that be new bike racks, bike corrals, or mobility hubs near transit locations.

In addition to providing lock-to bikes, we are committed to working with the City to create a comprehensive and coordinated parking management plan that spans education, technological features, community outreach, and adequate infrastructure.

Education. Properly educating users as they start using our services will be critical to creating a culture of proper riding and parking etiquette. Lyft's onboarding flow (outlined in Section 8ii), as well

as our local program Microsite (see Section 8ii) include specific instructions on how to park a bike, noting that they must not block sidewalks, intersections, bus stops or ADA ramps.

Technological features. Through Airport and Venue partnerships in cities across the country, we've learned that surfacing a **geofence boundary** within our app can play an important role in reinforcing compliance with local parking laws. Lyft looks forward to working with the City to identify high-traffic areas that may benefit from geofencing technology that either encourages or prevents bike parking. For example, we recommend Pike Place Market as a potential area for using Lyft's geofencing features to make sure that people are not parking or riding in areas they should not be. In fact, Lyft proposes to send technological signals and impose fines when riders park in illegal areas like Pike Place Market.

Community Outreach. Consistent reminders will help reinforce proper parking etiquette and encourage riders to report parking, safety, and maintenance concerns. We plan to leverage communication channels like email, in-app notifications, and social media to help convey important messages about how and where to safely ride and park Lyft's new bike



Out of Zone Parking Notification and Fee

services. We also plan to conduct grassroots community outreach via our Ambassador program by participating in local events such as farmers' markets.

Supportive Infrastructure. Lyft proposes to work with the City of Seattle, Seattle merchants and groups like the Downtown Seattle Association to identify areas where "mobility hubs" or preferred parking zones code be installed to support these new popular shared mobility modes. As Seattle's Parklet and Streateries Program has demonstrated, people-oriented streets can drive more foot traffic to local merchants and create safer neighborhood public spaces. Below are a few concept images of what Seattle Bike Share parking zones could be implemented in collaboration with SDOT and other city partners.



Lyft • Seattle DOT Bikeshare Permit Application

Plan for resolution of on-going issues, daily complaints and emergencies.

All Lyft bikes are equipped with GPS devices that provide the real time location of all Lyft vehicles. In addition, onboard sensors will provide an indication of battery health. If a vehicle is identified to be outside the service area or low on charge using Lyft's back-end fleet management tool outlined below, the Fleet management team will deploy the nearest Operations Associate to retrieve the vehicle. As outlined above, Lyft will aim to use low impact vehicles such as bikes wherever possible to redistribute vehicles.

City Services will have a direct line to the local operations management team to resolve complaints and concerns quickly. If City services identifies vehicle parked incorrectly, sidewalk blockages or other nuisance issues they can report them to the Lyft team directly for immediate resolution by our in-field operations team.

Finally all issues reported via the app or website will be routed to the 24/7 customer support team outlined in Section 5.i above. Any on-the-ground operations issues will be relayed to the local team for resolution.

Fleet Management System

Lyft will use a proprietary back-end fleet management tool to track the location of bikes in need of repositioning, recharging, or replacement to maximize fleet availability and quality. As imbalances in equipment arise, vehicle charge is depleted, and usage violations occur, Lyft's software will deploy Lyft's Bike Fleet Management team to redistribute or replace its fleet.

Lyft's Bike Fleet Management team will be trained to inspect and test functionality in the field. Lyft's bikes will be assessed in the field to determine if they need to be repaired or returned to the warehouse for inspection and charging. If a bike is removed from service, it will be replaced immediately with a fully functional vehicle.



Rebalancing and Collection Fleet

Lyft will use a variety of means to redistribute bikes with the intent of both maximizing service availability and minimizing the VMTs and GHGs of redistribution. Lyft will utilize a combination of cyclists with trailers, electric bike rangers, and vans to redistribute vehicles.

The Lyft rebalancing fleet team will consist of the following:

- **Cyclists with Trailers.** To minimize the GHG emissions and VMT, Lyft intends to use cyclists with trailers for distribution, pickup, and rebalancing of bikes. We want our operations team to add value to the neighborhoods in which they work by providing low-impact trips and personal interactions and service. Operations trips by bike during peak periods will also be able to more quickly respond to issues and community questions.
- **Electric Bike Rangers.** Electric bicycle rangers will allow the Lyft team to quickly pick up and clear blockages or damaged bikes during congested time periods without creating new vehicle trips.
- **Distribution Vans.** Lyft will utilize cargo vans that will mainly be used for early morning bike distribution/redistribution and late evening pickups. We will prioritize efficiency using Lyft's

existing routing algorithms to minimize unnecessary VMT from van trips. Lyft will also purchase carbon offsets for all VMT as part of its existing commitment to be carbon-neutral.

Plan for regular device maintenance.

Lyft will ensure it always maintains a fully operable and reliable fleet by adhering to rigorous maintenance standards and industry-leading hardware monitoring approaches.

Maintenance and Repair. Lyft's Fleet Management team will have trained mechanics to service our bike fleet. These mechanics will have direct lines of communication to the Lyft hardware team and suppliers to receive maintenance guidelines, and provide field reports on common hardware issues. All vehicle maintenance events will be tracked in Lyft's operations tool on an individual vehicle and part basis, allowing for easy identification of trends and development of real-world serviceable life metrics.

Cleaning. Lyft bikes will be visually inspected daily and will be required to adhere to a minimum cleanliness standard prior to being redeployed. The Lyft Fleet Management team will clean and refurbish bikes that fall below our cleanliness threshold.

Battery Lifespan. Lyft's operations tool will individually track miles operated by each bike, allowing preventative maintenance for typical wear components such as brakes and tires. Preventive maintenance estimates will continuously improve based on vehicle history. Sensor data indicating a potential tip or fall will be tracked to monitor usage that may shorten the lifespan of a bike. Charge state and historical record of charge cycles will be tracked to estimate battery lifespan remaining compared to an independently generated battery lifetime model.

Battery Recharging. We will receive real-time charge level information through our operations tool that will flag any bike charge level that falls below an acceptable level and/or has been reported as having low battery by a user. Lyft's Fleet Management Team will replace depleted batteries in these bikes with freshly recharged batteries.

Process for Identifying Bikes Needing Maintenance

Lyft will utilize multiple redundancies to identify any bike needing maintenance:

- **Daily visual inspection by Lyft Bike Team.** Lyft's Bike Operations Associates will visually inspect each bike during collection at the end of each day for both cleanliness and operability.
- Monthly multi-point inspection and diagnostic test. Every month each bike will undergo a preventative maintenance inspection and sensor diagnostic test by a trained mechanic.
- User ability to report damaged or broken bikes. The Lyft app provides users the ability to report mechanical or operational issues with their bike at any point during their ride.

• **Onboard diagnostics.** Lyft's bikes have a variety of sensors to monitor bike performance (such as battery health) and flag bikes operating below minimum performance thresholds.

Staffing Seattle Bike Operations

For more information on Lyft's local operations team that will implement and execute the Operations and Technical solutions discussed above please see Section 10 below.

8.ii A rider education plan as described in Requirement O6.2

O6.2 Rider Education Plan. (a) The vendor shall develop and implement a rider education plan in accordance with Requirement G10. (b) The vendor's rider education plan shall describe how the vendor will educate its riders about: 1. traffic and riding laws and rules; 2. King County's helmet law; 3. rules for parking the device safely and conscientiously; and 4. any other appropriate instructions. (c) The vendor's rider education plan shall also describe how the vendor: 1. will comply with the rider education signage requirement in Requirement ES3.2; and 2. will tailor its rider education message to address equity barriers in a manner consistent with the vendor's equity plan described in Requirement O7.4.

In-App Education Materials

Educating bike riders about the rules of the road is critical to the safety of both the rider and the greater community with whom they share our streets and sidewalks. Lyft has developed a comprehensive onboarding flow that introduces passengers to bike operations, required personal safety measures (helmets), as well as required etiquette for sharing the roadway both when operating and parking the vehicle.



In addition, each bike will have an informational decal outlining instructions regarding riding and bike parking etiquette. The stickers will reference Seattle's helmet law as well as encourage riders to stay off sidewalks, yield to pedestrians, and park with neighbors in mind.

Lyft Local Program Microsite

For all of our shared mobility programs, Lyft is building out a microsite as a hub for riders and non-riders alike to learn about our bike share program and to answer FAQs about Lyft Bikes. In that vein, Lyft will build a Seattle bike share-specific microsite in time for launch dedicated to educating riders on how to use Lyft Bikes as well as city-specific information about how and where to safely

ride, how to apply for the Lyft Community Pass and additional FAQs. The Lyft Microsite will be able to serve all Tier 1 Languages by 1/1/2019 at the very latest.

One Page Education Document

Per the requirements outlined in Section 07.3 of the Permit Application, Lyft will work with SDOT to modify its in app and Microsite messaging to produce one-page marketing and education documents in all of the City of Seattle Tier 1 Languages.

8.iii An equity plan as described in Requirement O7.4;

O7.4 Equity Plan. (a) The vendor shall develop and implement an equity programming plan in accordance with Requirement G10. Generally, the vendor's plan shall describe how the vendor will ensure its services are affordable, accessible, equitably distributed, equitably managed, and engaged with Seattle's diverse communities. (b) The vendor's equity plan shall describe how the vendor's services, including operations and marketing, will reach all people in the City of Seattle, with a focus on communities of color, low income communities, immigrant and refugee communities, people with disabilities, people experiencing homelessness or housing insecurity, people with limited English-language proficiency, LGBTQ people, women and girls, youth, and seniors. (c) The vendor's equity plan shall describe how the vendor will inform prospective riders and non-riders in the focus communities about: 1. the concept and basics of device sharing; 2. the vendor's own service model; 3. the types of devices the vendor offers for rental; 4. the pricing policies the vendor offers under Requirements O4.1 and O4.2; and 5. all rental methods, including the low-barrier rental method the vendor offers under Requirement O4.3. (d) The vendor's equity plan shall describe how the vendor will provide the language support described in Requirement O7.2 and the marketing document described in Requirement O7.3. (e) SDOT encourages the vendor to describe any other appropriate equity-related goals, strategies, or actions the vendor proposes with respect to the following: 1. the vendor's fleet composition, including the types of devices and their equipment; 2. any proposal to deploy adaptive cycles; 3. any participation in an emergency unlocking program; 4. the geographic distribution of the vendor's fleet across neighborhoods and focus communities, including the choice of service area and the proportion of the vendor's fleet to be deployed in equity focus areas; 5. the pricing policies the vendor offers under Requirements O4.1 and O4.2; 6. the use of rider incentives, disincentives, rewards, or penalties to shape rider behavior; 7. the vendor's rental methods, including the low-barrier rental method the vendor offers under Requirement O4.3; 8. the vendor's public contact methods and practices as described in Requirement O3.1; 9. the vendor's proposed programming and events during the permit year; 10. the vendor's fleet management, operations, and staffing structure and policies; 11. the availability of helmets; 12. equity in knowledge of the vendor's device sharing services and how to find, rent, and ride them; 13. equity of economic and technological access to the vendor's services; 14. racial and social equity generally; and 15. any other equity issues the vendor proposes to address.

Bike Share's Potential to Address Transportation Inequity

Transportation touches every American family intimately but negatively impacts low and middle income families disproportionately. On average, low-income families spend over 30% of their income on essential transportation trips. Low-income communities in the largest cities across the U.S. suffer the highest rates of injuries and deaths related to unsafe streets and reckless driving, as well as the disproportionate rates of asthma, diabetes, and heart disease due to poor transit access and proximity to street networks that are clogged with traffic congestion.

Bikeshare systems hold the potential to alleviate some of the historic issues surrounding transportation inequity in cities. While building massive new infrastructure systems can take

decades, bikeshare can quickly add new transportation choices to transit desert neighborhoods, helping to improve both access and affordability. As Lyft enters the bikeshare space, we are deeply committed to making equitable fleet distribution central to our operations approach. To make this aspiration a reality, Lyft is committed to working in close partnership with community-based organizations, as well as city partners, to ensure that our shared bikes are a tool to work against transportation inequity in Seattle. In particular, we are committed to serving equity focus area neighborhoods that were identified as underserved during the first bikeshare pilot. We would welcome the chance to work with the City to adjust our fleet size to increase the number of bikes serving priority neighborhoods at any given time.

Ensuring Equitable Access

If shared bikes are to truly add value to the transportation network in Seattle, they must serve a diverse group of travelers. Lyft's bikeshare program in Seattle will launch with a strong equity program that addresses affordability concerns as well as



structural barriers to bike use. We intend to work hand-in-hand with community partners to ensure that equitable access is a core component of our operational approach. Most notably, we are proud to be finalizing a partnership with the Urban League of Metropolitan Seattle, a leader in ensuring that Metropolitan Seattle is an equitable and prosperous place to live for all residents. Below we have laid out a series of discount programs that we would plan to offer to meet expected demand and also address SDOT's ridership priorities.

Community Pass | Low income discount program

Research has shown that when it comes to using public bikeshare, cost can serve as a barrier to low and moderate income communities. Low-income costs plans have been an important step in broadening bikeshare riderships, but greater impacts have been realized when low and moderate income cost plans are coupled with strong community partnerships and outreach.

For further details, please refer to information of the Community Pass in Section 6.ii.

Serving Unbanked Populations

For further details, please refer to Section 6.iii.

Serving Non-Smartphone Users

For further details, please refer to Section 6.iii.

Serving Multiple Languages.

We will support all eight of the required languages Cantonese (written: Traditional Chinese), Korean, Mandarin (written: Simplified Chinese), Somali, Spanish, Tagalog, and Vietnamese via our localized Bike Share website on lyft.com by January 1, 2019.

Infrastructure Equity and Ensuring Balanced Fleet Distribution in Equity Neighborhoods

Discussed in detail in Section 4.iii.

Adaptive Cycles

Discussed in detail in Section 9.i.

Equity Partnership Objectives

Lyft believes that through targeted outreach and strategies, we can reach universal goals around improved mobility, health, and sustainability. Lyft plans to support the goal of targeted universalism by working closely with community leaders to ensure that equity remains a central pillar to our approach and day-to-day operations. Specifically, we hope to partner with local organizations to:

- Develop membership options and marketing materials that empower local communities;
- Engage in community outreach that leads to ridership demographics which reflect the multi-cultural diversity of the local communities we serve; and
- Site bikes in locations that help solve issues around access to public transportation and promote new pathways for jobs, education, health and social services, as well as other local transportation needs.
- Leverage our bikeshare program in a way that helps eliminate race-based historical disparities in transportation access and achieve racial equity in the Seattle community

To begin, we plan to work with The Urban League of Metropolitan Seattle as we build out these community conversations and engagement through an Active Equity Coalition. This Equity Coalition will consist of community leaders who represent organizations rooted in serving historically underserved populations in Seattle as well as civic institutions like SDOT's Office of Equity and Economic Inclusion and the City's Immigrant and Refugee Commission, who will be trusted partners we can get guidance and direction from on a regular basis. We would welcome feedback from the City about local organizations to engage in the Active Equity Coalition.

9. Any Optional Scored Plans.

9.i Any plans to deploy adaptive cycles.

Bikeshare systems have the power to address mobility challenges for cities but they typically fall short of empowering individuals for whom a traditional pedal bike is not an option. We support SDOT's belief that transportation happiness and a high-quality transportation experience is critical. We are committed to developing a dignified transportation experience that can accommodate a variety of users, including people with mobility impairments. Drawing from best practices and learnings from Motivate's Biketown Adaptive Cycle program in Portland, OR, Lyft will commit time

and resources to developing an analogous program in Seattle during the first 6 months of operations.

Ahead of launch, our policy and products teams would begin by sourcing adaptive bikes based on input from Seattle stakeholders who represent residents with different mobility needs. During the first 3 months of operations we would launch a small adaptive bike pilot program and make information about the program available on the website. During that time we would also collect input from SDOT and riders about the adaptive fleet and the ideal structure of an adaptive bikeshare program in Seattle. During months 3 to 6 of operations, we would implement an adaptive bikeshare library model by establishing partnerships with bike shops throughout the city where the bikes could be checked out and returned. Our goal would be by the sixth month of operations, residents would be able to find the bikes via Lyft's Bike Share Microsite and through the Lyft App by contacting support. For the long term, we would want to work with SDOT and other key stakeholders to explore how best to scale the adaptive program and integrate the bikes into the larger free-floating bike share network.

9.ii Any plans to participate in an emergency unlocking program element described in Requirement ES2.8, including a description of how the applicant will make the devices available free of charge

ES2.8 Emergency Unlocking. SDOT encourages the vendor to participate in an emergency unlocking program element. A participating vendor agrees to make its deployed devices available free of charge if the Mayor orders the vendor to unlock the devices during a civil emergency declared under SMC 10.02.020. The City shall reimburse participating vendors for loss or damage to devices that the vendor incurs due to an emergency unlocking order as provided in SMC Chapter 10.02.

Lyft plans to participate in the community emergency unlocking program described in Requirement ES2.8. We would propose building the capability for our Operations Team to be able to unlock all bikes in the field if contacted by the Mayor to do so in the case of an emergency event. Upon request from the mayor our operation teams will be able to change the state of all operational devices in an area to be unlocked and free of charge without the use of an app, all movements of the device will still be recorded. Our team is committed to work with the city to develop this functionality in the first 3 months of the program.

10. Applicant Experience in Device Sharing Industry

Statement describing the applicant's experience in the device sharing industry, including any experience the applicant has in urban areas of more than 500,000 people.

BACKGROUND

In 2012, Lyft introduced its mobile platform for on-demand ridesharing. Since then, Lyft has grown to a team of over 3,300 employees and more than 20 offices across the U.S. Lyft currently operates in over 360 cities with staff dedicated to national and local Customer Experience & Safety, Operations, Marketing, Brand, Communications, and Transit Partnerships & Policy.

Lyft operates throughout the Puget Sound region with office in a number of locations throughout Seattle. Lyft's main local Operations and Driver Services offices located on Western Avenue and our Engineering office on King Street in downtown Seattle. Our Seattle area operations are led by General Manager Todd Kelsay and we have a full time staff of over 200 people here working in Operations, Engineering, Community Outreach and Marketing in the region.

SHARED MOBILITY OPERATIONS EXPERIENCE

LYFT RIDESHARING

Founded in 2012, Lyft ridesharing network services now operate in over 360 cities across the US and Canada. Our current operation consists of over 3,000 employees with local operations in many of the largest cities in which we operate. Lyft is currently delivering over a million rides a day across North America. A full list of the cities where Lyft operates can be found at http://lyft.com/cities.

As part of its highly regulated ridesharing operations, Lyft is currently licensed in over 70 jurisdictions throughout the U.S. and Canada. Lyft has a dedicated regulatory compliance team that has developed processes to maintain valid licenses and renewals, ensure compliance with regulatory obligations, and promptly respond to requests and inquiries from government authorities.

Lyft has a history of working collaboratively with state and local regulatory authorities to achieve the shared goals of expanding access to affordable transportation options while enhancing the safety of the public and its users. Lyft will build upon its existing expertise and processes to ensure compliance with licensing and regulatory requirements applicable to shared mobility.

LYFT BIKES

Lyft intends to leverage the planning, execution and operational management expertise of the nation's foremost bikeshare company to assure excellence in our Seattle presence. Lyft is in the process of acquiring Motivate, who operates many of the largest bikeshare systems in North America, including Citi Bike (New York), Ford GoBike (San Francisco Bay area), Divvy (Chicago), Blue Bikes (Boston metro area), Capital Bikeshare (Washington, D.C. metro area), BIKETOWN (Portland metro area), CoGo (Columbus, Ohio), and Nice Ride (Minneapolis). In 2017, 80% of the bikeshare trips in the United States were on Motivate-operated systems. The proven expertise of

our new partners from Motivate, combined with our talented local team, will ensure that Lyft delivers operational excellence to the City of Seattle.

LYFT'S VALUES AND GOALS

Lyft is committed to the following mission and values, which we believe set us apart in how we approach partnering with government agencies and the communities they serve:

Reduced Car Ownership. Lyft was founded with the purpose of reducing car ownership and single occupancy vehicle trips. That vision led to our 2014 launch of Lyft Line, which enables multiple parties traveling separately to be matched with a common driver to maximize route and fuel efficiency, as well as reduce the cost to increase transportation access. On June 7th, 2018, Lyft set a company wide goal of having more than 50% of trips on the Lyft Platform be shared rides by the end of 2020. As of this summer, nearly 35% of trips in Seattle were Shared Rides. We are excited about the opportunity to quickly reach our 50% goal through the introduction of transit alternatives and bikes into the user trip-planning experience.

Collaboration. Lyft is committed to collaborating with City governments and local leaders in the communities where we operate to make transportation systems better for the communities we serve. One of our founders previously served on a county transit board, and we believe that public transit is the foundation of urban mobility. We see our role as helping to fill the gaps and improve the efficiency of certain transportation trips. This mission led us to launch our <u>Friends with Transit</u> initiative in 2014, and is the mindset fueling positive first-last mile, paratransit and on-demand suburban solution partnerships with public agencies from Los Angeles to Boston.

Equality and Diversity. Lyft recognizes the importance of equality and diversity both within its workplace and the ridesharing community, along with an environment that embraces all backgrounds and genders. We believe that diverse perspectives are critical in shaping the direction, mission, vision, and values of our company to continue supporting our diverse community of drivers and passengers. We are proud that over 50% of the driver community is made up of racial minorities and 30% is female.

Climate Commitment. Announced in April 2018, Lyft has taken action to immediately offset the carbon emissions for all rides globally. This multi-million dollar investment makes Lyft one of the top voluntary purchasers of carbon offsets in the world. In year one alone, Lyft anticipates offsetting over a million metric tons of carbon, equivalent to planting tens of millions of trees or taking hundreds of thousands of cars off the road. Lyft's investment and impact will continue to grow as the company does. This effort also ensures that Lyft is only supporting emission reductions that are new and would not have happened but for Lyft's investment. The majority of these projects will be in close proximity to our largest markets, and all projects will be US-based.

THE LYFT TEAM

EXECUTIVE LEADERSHIP TEAM

Lyft's seasoned executive team brings together top talent from technology industry leaders with the shared goal of improving people's lives through the world's best transportation. They have extensive experience building and operating high-impact businesses, and their expertise will be applied to Lyft's efforts to create a comprehensive alternative to car ownership including bikes.



LYFT'S SEATTLE BIKE SHARE OPERATIONS TEAM

Lyft's Seattle Bike Operations will be led by a team of Lyft Operational specialists that have helped successful grow some of Lyft's largest and most complicated operations and technology solutions in cities across the US. The team is anchored by Lyft's Seattle GM, who is a long-time resident of the Puget Sound region with a history of crafting high performing public-private sector partnerships.

TODD KELSAY

General Manager, Lyft Seattle

Todd joined Lyft in May 2015 as General Manager of Pacific Northwest Operations where he leads Lyft's driver operations, retail operations and marketing partnerships for all of Washington. Prior to Lyft, Todd was the Director of Transportation and Emergency Management for the Mercer Island School District, as well as a Sr. Product Manager at Microsoft and Sun Microsystems. A long time resident of the Puget Sound area, Todd has a passion for transportation and the impact it has on the quality of life in this amazing and rapidly growing/changing area.

VIPUL PATEL

General Manager, Lyft Bikes

Vipul joined Lyft in April 2016. Until recently, Vipul served as General Manager of Lyft New York City, leading all aspects of the company's local operations including driver and passenger growth, operations strategy, recruiting and marketing. Vipul joined Lyft from InVision, where he served as Chief Operating Officer overseeing the company's operations through massive scaling and multiple rounds of fundraising. Prior to InVision, Vipul was the Director of Strategy and Analysis at Foursquare responsible for user acquisition, growth strategy, analytics, product development, and partnerships. He received his JD from Harvard Law School and holds his BA in Economics from the University of Chicago. As General Manager, Vipul will oversee Lyft's efforts to launch bike operations across markets, with a focus on operational excellence and consideration for community and public policy concerns.

JULIA KRUEGER

Operations Manager, Bikes - Seattle

Julia joined Lyft in March 2014 as a member of the Driver Onboarding team in San Francisco. Julia moved to Seattle in 2015 and until recently served as Operations Lead of Lyft's Seattle Operations. There she oversaw retail operations including the Hub, which provides in-person support for Lyft drivers & passengers, and the overall operation of outlying Washington markets. Prior to joining Lyft, Julia worked at Deuce Entertainment in Los Angeles where she assisted in the product launches of their line of Hisy cell phone accessories. Julia attended San Diego State University where she obtained her BA in Business Marketing.

As the local Operations Manager, Julia will manage all operational processes and activities, ensuring compliance with all regulations and operational excellence. Julia will work with the Operations Leads discussed below to understand areas of improvement and implement enhanced processes.

CARLOS WHITT

Director of Technology

Carlos joined Lyft in 2015 to build up the Core Passenger and Mobile Infrastructure teams to focus on delivering the best passenger experience possible. In this new role as Director of Technology for Bikes & Scooters, he'll be leading the technology team to solve all aspects of bike and scooter mobility with a focus on improving the urban landscape. Prior to Lyft, Carlos founded two companies, Adku and Camoji. Adku was an ecommerce recommendation engine and was acquired by Groupon in 2012. Camoji was a photo sharing company that was acquired by Lyft in 2015. Carlos also spent 6 years as a Staff Engineer at Google where he won the company's EMG award for his work on the mobile team's location platform. Carlos earned a B.S. double major in Computer Science and Electrical Engineering from Duke University.

Additional Local Operations Team Members

The local team will also consist of the following additional team members to meet the needs of the Seattle Bike Share operations:

- **Operations Leads.** Lyft will employ Operations Leads to directly manage all Mechanic and Operations Associate activities. In addition to directing the overall distribution, rebalancing, and pick-up efforts, they will be on-call to direct Operations Associates to any issues in a timely manner.
- **Mechanics.** Lyft will utilize trained mechanics to inspect and service the fleet and ensure all active bikes are fully functional, reliable, and safe. These mechanics will work closely with Lyft's hardware team and vendors to continuously improve the durability of the bike hardware.
- **Operations Associates.** Lyft will utilize a trained team of Operations Associates to distribute, reposition, and pick up bikes. These Associates will respond to any issues reported by users or the City and ensure action is taken according to the requirements set out in O2.1 O.23.

These staffing plans may be modified based on the unique needs of the Seattle Bike Share program as it grows.

Lyft Operations Team Hiring and Employment Approach

A key differentiator of Lyft's Bike Share Operations plan is to utilize W-2 staff to operate and grow our Seattle Bike Share team, including for Operations Leads, Associates and Mechanic roles.

Equal opportunity and fair wages are central tenets to Lyft's culture, which is why we've publicly committed to annual pay equity audits and annual diversity audits amongst Lyft's employees, and actively seek a diverse workforce through diverse recruiting channels and outreach `to and support

of diverse communities. We are also proud of our strong anti-discrimination and anti-harassment policies, and our employee resource groups (ERGs), all of which advance equal opportunity and fair wages.

Lyft will comply with all applicable federal, state and local laws with respect to its hiring and employment practices.

LYFT'S LIVABLE CITIES. EQUITY AND SUSTAINABILITY ADVISOR TEAM

The Bike Operations Team will be supported by Lyft staff focused on Bike and Pedestrian Policy, Urban Sustainability, Transit Operations, Equity and Community Engagement. Together this team brings decades of experience in multimodal transportation planning, urban sustainability, and community advocacy. The following team members will work hand-in-hand with the local Lyft Bike's team and City to develop a bike program that creates positive spaces and experiences for the City and its residents.

CAROLINE SAMPONARO Head of Bike & Pedestrian Policy

Caroline leads bike, scooter, and pedestrian policy and partnerships. She works with cities on policy initiatives like Vision Zero and complete street redesigns, as well as realizing specific goals around bike and scooter shared mobility. Prior to Lyft, Caroline spent 2 months at ofo, and prior to that 12 years as deputy director of Transportation Alternatives in New York City. At TransAlt, Caroline led the advocacy campaigns to bring Vision Zero to the United States, establish the country's largest bike share program, Citi Bike, and set national standards for urban complete street design. In 2013, in partnership with traffic violence victims, Caroline founded Families for Safe Streets, a grassroots, victim-led movement to eradicate reckless driving that now has chapters in cities across the United States. Caroline holds a BA in Anthropology from Columbia University.

LILLY SHOUP

Senior Director of Transportation Policy

Lilly Shoup has a background in multimodal transportation planning, performance management, and policy development to re-connect communities through better transportation. Prior to joining Lyft, Lilly was a Principal at Nelson\Nygaard Consulting and served in the Office of Transportation Policy at the US Department of Transportation in Washington, DC where she managed the Partnership for Sustainable Communities. She is author of national publications including the first "Dangerous by Design" report on bicycle and pedestrian safety. Lilly holds a Master in City and Regional Planning from the University of Maryland at College Park and a Bachelor of Arts in Economics and Public Policy from the University of North Carolina at Chapel Hill.

SAM ARONS Director of Sustainability

Sam joined Lyft in 2018 as Director of Sustainability, where he oversees Lyft's sustainability and climate impact efforts. Lyft was one of the <u>first companies</u> to join former New York City Mayor Michael Bloomberg's "We Are Still In" movement to pledge its commitment to the Paris Climate Accord, and in April 2018 Lyft <u>announced</u> that all rides are carbon-neutral going forward. Prior to Lyft, Sam spent 10 years at Google as Senior Lead for Energy & Infrastructure, where he co-led Google's achievement of 100% renewable energy in 2017, making Google the largest non-utility purchaser of renewable energy on the planet with over 3 GW of wind & solar under contract. Before Google, Sam earned a BA in Physics from Williams College and an MS in Energy and Resources from UC Berkeley, where his research focused on wind energy and plug-in vehicles, respectively.

PAUL DAVIS

Transit and City Partnerships Manager

Paul leads the development, implementation, and management of Lyft's transit partnership programs — including our current partnership with Pierce County Transit on First Last Mile connections to regional bus and Sounder stations. Paul has over 15 years of experience in alternative transportation, land-use planning, and sustainability. Paul began his career as a Transit Planner for the San Diego Association of Governments where he co-led service development of Job-Access Reverse Commute routes and the region's first car-sharing program. More recently, he worked for the Natural Resources Defense Council's Urban Solutions team on the financing of urban park and watershed projects. Paul holds a dual Masters in Business Administration and Environmental Science from the University of Michigan.

DEBS SCHRIMMER

Senior Manager of Transportation Policy

Debs Schrimmer joined Lyft in 2016 and leads transportation policy initiatives around sustainability, infrastructure, public transportation, and the environment. Prior to Lyft, she worked at Code for America, helping cities use data and technology to redesign how they deliver services, and as a transportation planner at the Sacramento Area Council of Governments. Debs received her B.S. from UC Davis in Community and Regional Development, and is an honoree of the Women's Transportation Seminar. She serves as a Board Member on the California Transportation Foundation.

CALLI CENIZAL

West Coast Transportation Policy Manager

Calli serves as Lyft's Transportation Policy Manager for the West Coast, working to integrate and improve new mobility options within cities' infrastructure and public transit networks. Prior to joining Lyft, she worked at Nelson\Nygaard Consulting Associates helping cities and transit agencies develop creative and feasible transportation solutions, and as a transportation planner for the Massachusetts Department of Transportation. Her work focuses on equitable solutions that maximize transportation options across all modes. She has a Master in City Planning from MIT.

MARIKA LEE

Community Affairs Manager

Marika joined Lyft in March 2017 to manage Lyft's community and stakeholder engagement efforts in Seattle and the greater Pacific Northwest. Prior to joining the team, Marika worked on the Hillary Clinton presidential campaign, starting her post in Washington State during the March 2016 caucus. Marika has worked extensively in the Seattle community, including supporting the QLaw Foundation's Legal Clinic and continuing to partner with local community organizations through her work with Lyft. Marika holds a BA in Women's Studies from The George Washington University. Insurance and Surety Bond



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on							
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER			CONTACT NAME:				
MARSH RISK & INSURANCE SERVICES			PHONE FAX				
345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153			E-MAIL				
SAN FRANCISCO, CA 94104			ADDRESS:				
			INSURER(S) AFFORDING COVERAGE				NAIC # 19437
CN109337515-AOSW1-GAUWC-			INSURER A : Lexington Insurance Company				
Lyft, Inc.			INSURER B : Zurich American Insurance Company				16535
185 Berry St., Suite 5000 San Francisco, CA 94107			INSURER C : Everest Indemnity Insurance Company				10851
			INSURER D : Safety National Casualty Corp.				15105
	INSURER E :						
	INSURER F :						
	-	TE NUMBER:	SEA-003568701-01		REVISION NUMBER: 3		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LTR TYPE OF INSURANCE	INSD W	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY		065463589	05/01/2018	05/01/2019	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
					MED EXP (Any one person)	\$	NOT COVERED
X Self Insured Retention\$500,000					PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:						\$	
		BAP 4281377-02	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY X Symbol 10						\$	
C X UMBRELLA LIAB X OCCUR		XC5EX00111-171	12/21/2017	12/21/2018	EACH OCCURRENCE	\$	3,000,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	φ	3.000.000
CEAINIS-MADE					AGGREGATE	<u>э</u> \$	-,,
DED RETENTION \$		PRP4055498	07/01/2018	07/01/2019	X PER OTH- STATUTE ER	φ	
							\$1,000,000
	N/A				E.L. EACH ACCIDENT	\$	\$1,000,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE		\$1,000,000
DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	¥1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Proof of insurance for Lyft, Inc. related to the "Free Flowing Bike Share Program".							
City of Seattle is included as an Additional Insured on the General Liability and Automobile Liability policies where required by written contract but only with respect to liability arising out of the Named Insured's operations. The referenced umbrella liability policy is follow-form. Any such coverage extended to the additional insured will apply as primary and non-contributory, to the extent of liability assumed under contract.							
CERTIFICATE HOLDER	CANCELLATION						
City of Seattle	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE						
Seattle Department of Transportation	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
PO Box 34996 Seatlle, WA 98104	ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services						
Jenna Boyce Jenna Boyce							
© 1988-2016 ACORD CORPORATION. All rights reserved.							

The ACORD name and logo are registered marks of ACORD

This endorsement, effective 12:01 AM 05/01/2018

Forms a part of policy no.: 065463589

Issued to: LYFT, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. Section II Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- **B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
 - 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I -Coverages) only.
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

- 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
- 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operatons hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

- 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative OR Countersignature (In states where applicable)

Includes copyrighted information of the Insurance Services Offices, Inc. with its permission. All rights reserved.

This endorsement, effective 12:01 AM 05/01/2018

Forms a part of policy no.: 065463589

Issued to: LYFT, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

Authorized Representative OR Countersignature (In states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Lyft, Inc.

Endorsement Effective Date: 10/1/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where required by regulation, statute, ordinance, or by contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.


Appendix C: Surety Bond Form

Bond No. 09267945

SEATTLE STREET USE SURETY BOND

STREET USE PERMIT No: _

KNOW ALL PEOPLE BY THESE PRESENTS: That <u>L</u>	yft, Inc. (Type or print name of principal)	
as Principal and Fidelity and Deposit Company of Mar	_ corporation authorized to do, and	
(Type or print name of surety)	(and name of state)	
doing, business as a surety company in the State of N Seattle ("Seattle"), a municipal corporation of the State	of Washington, in the sum	e held and firmly bound unto The City of of <u>Ten Thousand and No/100ths</u>

States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

at 1008 Western Avenue, Suite 205, Seattle, Washington 98104 Seattle, Washington; and

the Director approved the application, issued the Permit (which Permit is incorporated herein), and required the furnishing of this bond as provided under SMC Title 15.04.044; Now, therefore,

This Bond is entered into with Seattle for Seattle's use and benefit and is subject to the following conditions: 1. If Principal:

- a. Faithfully complies with all the terms of the Permit and all applicable provisions of the laws of the State of Washington and Seattle's ordinances, particularly SMC Title 15; and
- b. Pays the cost of inspection under the Permit upon the Director's presentation of an invoice; and
- c. Removes any permitted bicycle, structure, or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Permit, upon notice from the Director; and
- d. Reimburses Seattle for any and all expenses incurred pursuant to SMC Title 15 in connection with the project or work described in the application for the Permit; and
- e. Pays the cost of restoring the public area to its proper condition, plus fifteen percent (15%) of such cost, together with any other expense that Seattle may sustain in connection therewith; and
- f. Pays all Permit fees as required by Seattle ordinance, resolution, rule, or regulation; and
- g. Pays interest at a rate of twelve percent (12%) per annum on any and all payments due to Seattle from and after the date of delinquency to the date of payment;

then this bond shall be void; otherwise, it shall remain in full force and effect.

- 2. Nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. Surety waives notice of any alteration or extension of time made by Seattle with respect to said permit.
- 3. Whenever Seattle has declared the Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than 30 days following receipt of such notice) specify in written notice to Seattle which actions the Surety will take to remedy the default, and shall thereafter promptly:

a. Remit all sums due and payable to Seattle hereunder; and

Appendix C: Surety Bond Form

Page 45



- b. Remedy all non-monetary defaults or request Seattle to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under the Permit and this Bond, and pay Seattle, in cash, up to and including the penal sum of this Bond as reimbursement of all payments (whether interim or final) made by Seattle for such work together with all other reasonable costs and expenses incurred by Seattle as a result of Principal's default and Surety's request, including but not limited to those for mitigation of Seattle losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.
- 4. This Bond shall be governed by the laws of the State of Washington, and venue for any action arising out of or in connection with this Bond shall be in King County Superior Court in the State of Washington. Surety acknowledges that it is bound by the laws of and subject to the jurisdiction of the courts of the State of Washington.
- 5. No rider, amendment, or other document modifies this Bond unless in writing and accepted by Seattle.
- Surety shall give Seattle not less than 60 days written notice of any expiration or termination of this Bond. Notice shall be sent to Seattle Department of Transportation, Street Use Division, 700 5th Avenue, P.O. Box 34996, Seattle, WA 98124-4996

NOTE TO PRINCIPAL REGARDING SIGNATURE(S): This bond must be signed by the president or vice-president of a corporation; member, or if designated, manager of a limited liability company; managing general partner of a partnership; managing joint venturer of a joint venture; or owner(s) of a sole proprietorship. If the bond is signed by a person with any other title or position, Principal must attach currently-dated, written proof of that person's authority to bind Principal, identifying and quoting the corporate articles of incorporation, bylaws, partnership agreement, resolution, L.L.C. certificate of formation, or other document that authorizes delegation of signature authority to such signer, and confirmation acceptable to Seattle that such delegation is in full force and effect.

IMPORTANT: Every Surety named on this bond must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or have a current rating of at least A-:VII in A. M. Best's <u>Key Rating Guide</u>. Additionally, every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

8/14/2018

FOR SURETY: Fidelity	an	d Dep	osit C	ompany	of Maryland
FOR SURETY: Fidelity	V	X	N	/	

(Signature of Attorney-in-Fact

Emilie George, Attorney-in-Fact

(Type or print name of Attorney-in-Fact)

415-743-8588

(Type or print telephone number for Attorney-in-Fact)

FOR PRINCIPAL: Lyft, Inc.

By:

(Signature(s) of authorized signer(s) for Principal)

Kate Sampson, VP Risk Solutions 8/14/18

(Type or print name(s) and title of signer(s) for Principal)

(415) 699-8568

(Type or print telephone number(s) of signer(s) for Principal)

Appendix C: Surety Bond Form



STATE OF COLEFORMA)	
) SS: COUNTY OF Scuntrancisus	(PRINCIPAL'S ACKNOWLEDGMENT) WELISSA GALE Notary Public - California San Francisco County Commission # 2169069 My Comm. Expires Oct 22, 2020
foregoing bond, and acknowledged to me that	2018, before me a notary public in and for the State of <u>Califoria</u> duly who executed the <u>sampann</u> signed and sealed said bond as the free and voluntary act and nd for the uses and purposes therein mentioned, and on oath stated that <u>Kate sampan</u> al named therein.
WITNESS my hand and official seal hereto affixed th	e day and year in this certificate first above written.
121	Molissa Gale
(Signature of Notary Public)	(Print or type name of Notary Public)
Notary Public in and for the State of	M19 residing at San Francisco CA
My commission expires Octover 72-22	
SEE ATTACHED	CALIFORNIA NOTARY ACKNOWLEDGEMENT
SEE ATTACHED (CALIFORNIA NOTARY ACKNOWLEDGEMENT
	CALIFORNIA NOTARY ACKNOWLEDGEMENT (SURETY'S ACKNOWLEDGMENT)
STATE OF)	
STATE OF)) ss:	
STATE OF) SS: COUNTY OF) On this day of, commissioned and sworn, personally appeared foregoing bond, and acknowledged said bond to be	(SURETY'S ACKNOWLEDGMENT), before me a notary public in and for the State of, duly, Attorney-in-Fact for the Surety that executed the the free and voluntary act and deed of the Surety for the uses and purposes therein norized to execute said bond on behalf of the Surety, and that the seal affixed on said
STATE OF) STATE OF) ss: COUNTY OF) On thisday of, commissioned and sworn, personally appeared, foregoing bond, and acknowledged said bond to be mentioned, and on oath stated that is autility bond or the annexed Power of Attorney is the corporate	(SURETY'S ACKNOWLEDGMENT), before me a notary public in and for the State of, duly, Attorney-in-Fact for the Surety that executed the the free and voluntary act and deed of the Surety for the uses and purposes therein norized to execute said bond on behalf of the Surety, and that the seal affixed on said ate seal of said Surety.
STATE OF) SS: COUNTY OF) On thisday of, commissioned and sworn, personally appeared, foregoing bond, and acknowledged said bond to be mentioned, and on oath stated that is auti	(SURETY'S ACKNOWLEDGMENT), before me a notary public in and for the State of, duly, Attorney-in-Fact for the Surety that executed the the free and voluntary act and deed of the Surety for the uses and purposes therein norized to execute said bond on behalf of the Surety, and that the seal affixed on said ate seal of said Surety.
STATE OF) STATE OF) ss: COUNTY OF) On thisday of, commissioned and sworn, personally appeared, foregoing bond, and acknowledged said bond to be mentioned, and on oath stated that is autility bond or the annexed Power of Attorney is the corporate	(SURETY'S ACKNOWLEDGMENT), before me a notary public in and for the State of, duly, Attorney-in-Fact for the Surety that executed the the free and voluntary act and deed of the Surety for the uses and purposes therein norized to execute said bond on behalf of the Surety, and that the seal affixed on said ate seal of said Surety.
STATE OF) SS: COUNTY OF) On thisday of, commissioned and sworn, personally appeared foregoing bond, and acknowledged said bond to be mentioned, and on oath stated that is auti bond or the annexed Power of Attorney is the corpora WITNESS my hand and official seal hereto affixed the	(SURETY'S ACKNOWLEDGMENT), before me a notary public in and for the State of, duly, Attorney-in-Fact for the Surety that executed the the free and voluntary act and deed of the Surety for the uses and purposes therein norized to execute said bond on behalf of the Surety, and that the seal affixed on said ate seal of said Surety. a day and year in this certificate first above written

Appendix C: Surety Bond Form

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this cer who signed the document to which this certificate is validity of that document.	rtificate verifies only the identity of the individual is attached, and not the truthfulness, accuracy, or
STATE OF <u>CALIFORNIA</u>))) COUNTY OF <u>SAN FRANCISCO</u>)	
On <u>August 14, 2018</u> before me, Date	D. B. Diaz, Notary Public (Here insert name and title of the officer)
personally appeared <u>Emil</u> NAME(S)	lie George
who proved to me on the basis of satisfact names(s) is/are subscribed to the within in he/she/they executed the same in his/her/th his/her/their signature(s) on the instrument which the person(s) acted, executed the instru-	nstrument and acknowledged to me that heir authorized capacity(ies), and that by the person(s), or the entity upon behalf of ument.
I certify under PENALTY OF PERJURY un the foregoing paragraph is true and correct.	der the laws of the State of California that
WITNESS my hand and official seal.	D. B. DIAZ Commission # 2080751 Notary Public - California San Francisco County My Comm. Expires Oct 3, 2018

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David G. HARRIS, Emilie GEORGE and Jessica L. NOWLIN, all of San Francisco, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of July, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Vice President

David McVicker



Dasim 6 Green

Assistant Secretary Dawn E. Brown

State of Maryland County of Baltimore

On this 9th day of July, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dur

Constance A. Dunn, Notary Public

My Commission Expires: July 9, 2019

POA-F 016-0580B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ______day of ______AUS = 1.4, 2018, 20_____



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

Letters of Support



President Bruce Harrell City of Seattle-City Council PO Box 34025 Seattle, WA 98124-4025

Re: Support of Lyft's Bike Share Permit Application

Dear President Harrell:

On behalf of the Urban League of Metropolitan Seattle, I am writing to express our strong support for Lyft's application for the free-floating bikeshare program in the City of Seattle. As the Urban League of Metropolitan Seattle strives to create economic opportunity for all we appreciate that one of the challenges families face is reliable, lower cost modes of transportation to get them to and from work. The shortcomings of our current transportation system continue to fall heaviest on communities struggling financially. Mobility innovations like free-floating bikes have the potential to improve mobility for those with very limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do.

The Urban League of Metropolitan Seattle commends the City of Seattle for its requirements for opportunity areas and for facilitating equitable access to these new mobility options. The Urban League of Metropolitan Seattle intends to work with Lyft to help facilitate equitable use of this program in the neighborhoods and for the people that experience a lack of transportation as a barrier.

We have no doubt that Lyft they will be thoughtful and intentional about ensuring that their programs are designed to be a tool that extends opportunities to the broader Seattle community. We look forward to working with Lyft to create an equitable model for their free-floating bike program and expand transportation options across this city.

I urge the City of Seattle to approve Lyft's permit applications and allow them to provide these bike share service to our community.

Respectfully,

President & CEC



Dear Seattle Department of Transportation,

On behalf of GSBA, the Greater Seattle Business Association, I am writing to express our support for Lyft's application for the dockless bike program in the City of Seattle. As GSBA strives to create economic opportunity for all, we appreciate that one of the challenges facing Seattleites is reliable, lower cost modes of transportation to get them to and from work. Seattle's efforts at expanding dockless bikes have the potential to improve mobility for those with limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do.

GSBA commends the City of Seattle for its bike location requirements for opportunity areas and for facilitating equitable access to these new mobility options. We believe that Lyft will be thoughtful and intentional about ensuring that their programs are designed to be a tool extending opportunities to the broader Seattle community.

We support Lyft's permit applications to allow them to provide bike share services.

Sincerely,

Matt Landers Public Policy Manager, GSBA mattl@thegsba.org (206) 363-9188



Seattle Department of Transportation Bike Share Permit Evaluation Team Re: Support of Lyft's Powered Bike Share Permit Application

Dear Team:

On behalf of Savor Seattle Food Tours, I am writing to express our strong support for Lyft's application for the dockless bike program in the City of Seattle. As Savor Seattle strives to create economic opportunity for all we appreciate that one of the challenges families face is reliable, lower cost modes of transportation to get them to and from work. The shortcomings of our current transportation system continue to fall heaviest on communities struggling financially. Mobility innovations like dockless bikes have the potential to improve mobility for those with very limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do.

Savor Seattle commends the City of Seattle for its bike location requirements for opportunity areas and for facilitating equitable access to these new mobility options. Savor Seattle is a current partner with Lyft and have always been impressed by their commitment to innovation, opportunity, and healthy communities.

We have no doubt that Lyft will be thoughtful and intentional about ensuring that their programs are designed to be a tool that extends opportunities to the broader Seattle community. We look forward to working with Lyft to create an equitable model for their bike programs.

I urge the City of Seattle to approve Lyft's permit application and allow them to provide bike share services.

Respectfully, Terry Rice

Terry Rice Managing Director Savor Seattle Food Tours



August 14, 2018

Re: Support of Lyft's Powered Bike Share Permit Application

Dear Seattle Department of Transportation:

On behalf of Washington Technology Industry Association and its 800 member companies, I am writing to express our strong support for Lyft's application for the dockless bike program in the City of Seattle. WTIA strives to create economic opportunity for all through its programs including Apprenti, Startup Club, and the 401K MEP for small companies. We fully appreciate that one of the challenges families face is reliable, lower cost modes of transportation to get them to and from work. The shortcomings of our current transportation system continue to fall heaviest on communities struggling financially. Mobility innovations like dockless bikes have the potential to improve mobility for those with very limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do. Dockless bikes also help reduce congestion by reducing the use of cars for short trips in the city.

WTIA commends the City of Seattle for its bike location requirements for opportunity areas and for facilitating equitable access to these new mobility options. We have no doubt that Lyft will be thoughtful and intentional about ensuring that their programs are designed to be a tool that extends opportunities to the broader Seattle community. In addition, more bike services means less congestion in our city.

We urge the City of Seattle to approve Lyft's permit applications and allow them to provide bike share services.

Respectfully Michael Schutzler CEO



Seattle Department of Transportation Bike Share Permit Evaluation Team

Re: Support of Lyft's Powered Bike Share Permit Application

Dear Team:

On behalf of Fred Hutchinson Cancer Research Center, I am writing to express our strong support for Lyft's application for the dockless bike program in the City of Seattle. As Fred Hutch strives to create economic opportunity for all we appreciate that one of the challenges families face is reliable, lower cost modes of transportation to get them to and from work. The shortcomings of our current transportation system continue to fall heaviest on communities struggling financially. Mobility innovations like dockless bikes have the potential to improve mobility for those with very limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do.

Fred Hutch commends the City of Seattle for its bike location requirements for opportunity areas and for facilitating equitable access to these new mobility options. Fred Hutch is a current partner with Lyft and our creative partnership is a testament to Lyft's commitment to all members of the community. Our partnership allows us to serve more patients, accelerate cancer research and eliminate cancer. The company – from the local team to their corporate leadership – have demonstrated deep understanding of community issues and commitment to creating a better world for all.

We have no doubt that Lyft will be thoughtful and intentional about ensuring that their programs are designed to be a tool that extends opportunities to the broader Seattle community. We look forward to working with Lyft to create an equitable model for their bike programs.

I urge the City of Seattle to approve Lyft's permit application and allow them to provide bike share services.

Respectfully,

Sergey Smirnov Associate Director, Corporate Partnerships Philanthropy Mail Stop J5-200 T 206.667.2740 ssmirnov@fredhutch.org August 14, 2018

Seattle Department of Transportation Bike Share Permit Evaluation Team

Re: Support of Lyft's Powered Bike Share Permit Application

Dear Team:

On behalf of University of Washington IMG Sports, the corporate marketing arm of UW Athletics, I am writing to express our support of Lyft's application for the dockless bike program in the City of Seattle.

Lyft is a current partner of Washington IMG Sports and they have done a tremendous job fostering safe and reliable transportation to fans attending our athletic events. By working with Lyft on multiple events and promotions, we have discovered they genuinely care about the overall customer experience and our community as a whole.

We are confident Lyft would be a solid addition to the City of Seattle's bike program and strongly recommend the City of Seattle to approve Lyft's permit application and allow them to provide bike share services.

Respectfully,

Casey T. Shaw Senior Account Executive University of Washington IMG Sports Marketing

Seattle Department of Transportation Bike Share Permit Evaluation Team

Re: Support of Lyft's Powered Bike Share Permit Application

Dear Team:

On behalf of Seattle Theatre Group, I am writing to express our strong support for Lyft's application for the dockless bike program in the City of Seattle. As Seattle Theatre Group strives to create opportunity for access for all we appreciate that one of the challenges families face is reliable, lower cost modes of transportation to get them to and from work. The shortcomings of our current transportation system continue to fall heaviest on communities struggling financially. Mobility innovations like dockless bikes have the potential to improve mobility for those with very limited options if they are guided by a strong commitment to focus on equity and complement existing public transit as your pilot program seeks to do.

Seattle Theatre Group commends the City of Seattle for its bike location requirements for opportunity areas and for facilitating equitable access to these new mobility options. Seattle Theatre Group is proud of our partnership with Lyft. We appreciate Lyft's generous support of our non-profit organization and the greater Seattle community.

We have no doubt that Lyft will be thoughtful and intentional about ensuring that their programs are designed to be a tool that extends opportunities to the broader Seattle community. We look forward to working with Lyft to create an equitable model for their bike programs.

I urge the City of Seattle to approve Lyft's permit application and allow them to provide bike share services.

Respectfully,

Danielle Olson Director of Corporate Relations Seattle Theatre Group The Historic Paramount, Moore and Neptune Theatres