Seattle Department of Transportation

Free-Floating Shared Micromobility

Permit Requirements

effective April 1, 2026

Version 6.0

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Introduction

We look to SDOT's mission, vision, and values to guide this program. We also draw from the goals of our Seattle Transportation Plan, Transportation Equity Framework, Climate Change Response Framework, and the strategies our New Mobility Playbook sets out for managing emerging mobility services. The permit requirements establish additional program-specific goals for the permit cycle beginning April 1, 2026. The permit conditions in this document are in effect until further notice. These goals are a lens we will use to evaluate Vendor performance and permit renewal.

Vision

Shared micromobility is an easy to use, affordable, safe travel option for people that helps Seattle achieve its climate goals.

Core Values

SAFE: Prevent and reduce harm. Support Seattle's Vision Zero efforts.

EQUITABLE: Increase mobility options and access, especially for and with underrepresented communities.

SUSTAINABLE: Grow low and zero emission mobility options to advance Seattle's climate goals.

General

G1. Nature of Permit. A street use permit issued to a Vendor as part of the Program allows the Vendor to use or occupy SDOT right-of-way consistent with Seattle Municipal Code ("SMC") titles 11 and 15 and these permit requirements by deploying bicycles, electric bicycles, motorized foot scooters, tricycles, and other like personal-mobility devices for public rental (collectively, "shared micromobility").

G2. Definitions.

(a) The following terms have the definitions in SMC 15.02.042-.046:

1. "Block face";
2. "Corner-curb-radius area";
3. "Driveway"; and

4. "Newsstand."

(b) The following terms have the definitions in SMC Chapter 11.14:

1. "Alley";
2. "Bicycle lane";
3. "Bus zone";
4. "Crosswalk";
5. "Curb markings";
6. "Curb";
7. "Curb ramp";
8. "Load and unload zone";
9. "Path";
10. "Pedestrian";
11. "Shuttle bus zone";
12. "Sidewalk"; and
13. "Streetcar."

(c) The following terms have the definitions in Seattle Streets Illustrated as established by SDOT Director's Rule 04-2017:

1. "Frontage zone";
2. "Landscape/furniture zone";
3. "Pedestrian clear zone";
4. "Corner curb radius";
5. "Travelway"; and
6. "Walkway."

(d) The following terms have the definitions below:

1. "Available for rental" means that the device is deployed, has not been placed in a maintenance mode or remotely suspended, and can be rented using the rental methods the Vendor provides.
2. "Bicycle" and "Bike" means a bicycle as defined in RCW 46.04.071.
3. "Bike Share" means a program where vendors permitted under Title 11 and Title 15 of the Seattle Municipal Code to deploy bicycles, electric assist bicycles, or tricycles, in Seattle right-of-way, for public rental.
4. "City" means the City of Seattle.
5. "Deploy" means to remove a device from the Vendor's physical custody and place it in City right-of-way or in another publicly-accessible location. A device is "deployed" in a

location if the device is not in the Vendor's physical custody, regardless of who moved the device in City right-of-way or in another location or whether the device is being rented or is available for rent. A deployed device remains deployed until the Vendor removes the device to a Vendor-owned or Vendor-controlled location. Devices impounded by the City are deployed until the Vendor relocates the device to a Vendor-owned or Vendor-controlled location.

6. "Device" means a bicycle, electric bicycle, motorized foot scooter, seated scooter, tricycle, or other like personal-mobility device the Vendor deploys or proposes to deploy in the City under these permit requirements.
7. "Electric-assisted bicycle" means an electric-assisted bicycle as defined in RCW 46.04.169.
8. "Equity Focus Neighborhoods" refers to neighborhoods identified by SDOT with high numbers of communities of color, immigrants, refugees, people with low incomes, and limited English-proficient individuals.
9. "Fleet" refers collectively to all of a Vendor's shared micromobility devices that are deployed in City right-of-way or any other location in the City not covered by a separate permit program.
10. "Good working order" has the meaning given in Requirement ES4.1(b).
11. "Independent data analyst" means an entity SDOT designates to receive, process, and analyze the Vendor's raw data and report the results to SDOT.
12. "Maintenance mode" refers to a device's status when the Vendor has suspended rentals on the device because the device is not in good working order or is unsafe to operate.
13. "Obstruction hazard" is defined in Requirement P1.6.
14. "Park" and "parking" refer to the Vendor, rider, or another person bringing a deployed device to a stop, ending any trip, and leaving the device on City right-of-way or in another location in the City not covered by a separate permit program.
15. "Program" means the Seattle Department of Transportation's Free-Floating Shared Micromobility Program.
16. "Program Manager" means the person or persons whom the Director of Transportation has designated to administer the Program on behalf of SDOT.
17. "Reckless rider behavior" means operating a bike or scooter in a way that poses danger to the rider or others, including sudden turns, skidding, hard braking, jumping curbs, or riding in a way in which a reasonable person in the vicinity would reasonably be concerned for their own safety.
18. "Remove" means to remove a device from deployment and place it in the physical custody of the Vendor.

19. "Rider" means any person who rents a device for a trip, any part of which is located within the City.
20. "Scooter" means a device that meets the UL 2272 Standard for Electrical Systems for Personal E-Mobility Devices and meets one of the following criteria:
    i. "Type 1 Scooter": A standing, electric-scooter share device with a floorboard, dual brakes, front and rear lights, and a maximum speed of fifteen (15) miles per hour;
    ii. "Type 2 Scooter": A seated electric-scooter share device with a seat, dual brakes, front and rear lights, and a maximum speed of fifteen (15) miles per hour; or
    iii. "Type 3 Scooter": an electric-scooter share device that is materially different from a standard Type 1 Scooter or Type 2 Scooter, has dual brakes, front and rear lights, and is approved by the Program Manager.
21. "Scooter Share" means a program where vendors are permitted under Title 11 and Title 15 of the Seattle Municipal Code to deploy scooters in Seattle right-of-way for public rental.
22. "Serious injury" means an incident resulting in severe organ laceration, significant loss of blood, broken or distorted extremities, crush injuries, significant burns, unconsciousness, paralysis, or significant skull, chest, or abdominal injuries (Seattle 2024 Vision Zero Action Plan Update).
23. "Service area" means the geographic area the Vendor designates where a rider may start a trip, ride, and end the trip without incurring any warnings or penalties.
24. "Trip" refers to a rider's rental of a device and includes:
    i. the initial rental and unlocking ("trip start");
    ii. the rental period and the rider's travel during that period; and
    iii. relinquishing the device by locking and ending the trip or leaving the device without locking it ("trip end").
25. "Unsafe to operate" has the meaning given in Requirement ES4.2(b).
26. "Vendor" means an entity that has been granted a permit to deploy devices in the City consistent with these permit requirements and includes the entity's subsidiaries, employees, contractors, agents, and any other persons whom the Vendor recruits or crowdsources to assist in fulfilling the Vendor's duties under these permit requirements.

G3. Permit Term.

G3.1 Duration. A permit issued under these permit requirements is temporary and vests no permanent rights. The permit is issued for a period announced in writing to the Vendor by the Program Manager from the start date announced in writing by the Program Manager.

G3.2 When Permit Ends. The Vendor's permit ends on the date the current permit term expires, the date SDOT revokes the Vendor's permit under SMC 15.04.070, or the date the Vendor withdraws in writing from the permit.

G3.3 Permit Revocation. SDOT may revoke the permit or decline to renew the permit. This may occur due to nonpayment, noncompliance with any law, rule, regulation, permit term or requirement, or due to inadequate performance on key objectives established by SDOT, with thirty (30) days prior notice to the Vendor.

G3.4 Permit Application. SDOT may open an application process to seek vendors at any time, with at least thirty (30) days prior notice to existing Vendors. SDOT is not required to open an application process.

G3.5 Vendor's Duties at Permit End. The Vendor shall remove all devices from City right-of-way and all other locations in the City not covered by a separate permit program upon notice from SDOT and before the end of the permit. The Vendor shall be responsible for its devices and shall maintain its indemnification, insurance, and performance bond until it has removed all devices from City right-of-way. SDOT may charge permit review fees as described in Requirement AF4 for the time required to close the permit.

G4. No Transfers. The Vendor cannot transfer its rights under this permit to any other entity or individual, including subsidiaries. If the Vendor merges, restructures, is acquired, or otherwise changes legal entity, any continuation of the permit or transfer of the permit to the new legal entity of the permit must be approved in writing by SDOT's Program Manager.

G5. Indemnification. Before SDOT will issue a permit, the Vendor shall sign and record an indemnity agreement as required by SMC 15.04.060. An example indemnity agreement is contained in Appendix A. The actual indemnity agreement will be prepared by SDOT and transmitted to the vendor for signature and recording prior to permit approval.

G6. Insurance. Before the City issues a Permit to the Vendor, the Vendor shall procure insurance as required (Appendix B) and provide satisfactory proof to the City that the requirements of Appendix B have been met. Vendor shall maintain insurance for the duration of this Permit as required by Appendix B. Proof of insurance must be provided to the City: a) when any part of the insurance policy has expired; b) when the City requests an update; or c) when the permit renews.

G7. Surety Bond. (a) The Vendor shall maintain a $50,000 surety bond consistent with SMC 15.04.044. An example surety bond form is contained in Appendix C.

(b) SDOT may use the bond to pay costs related to removing and storing devices that do not comply with these
permit requirements or that the Vendor fails to remove from SDOT right-of-way under Requirements G3.2 and G3.3.

(c) SDOT may use the bond for other costs related to the program according to the Program Manager's reasonable discretion.

G8. Reimbursement for Costs. If any City department or office incurs any costs addressing or abating noncompliance with these permit requirements or repairing public property resulting from the Vendor's use of SDOT right-of-way, then the Vendor shall reimburse the City no later than thirty (30) days after the City notifies the Vendor in writing of its reimbursement request.

G9. No Deployment Without Permit. No Vendor or prospective Vendor may deploy a device or otherwise use or occupy City right-of-way without a valid permit. If a Vendor or prospective Vendor deploys a device without a permit, SDOT may take any action authorized by SMC chapters 15.90 and 15.91.

G10. Vendor Plans and Reports

G10.1 Generally. The Vendor shall develop and implement operations plans that describe how the Vendor will carry out its duties and commitments and meet SDOT's program goals and permit requirements with respect to:

1. device specifications as described in ES1;
2. parking and fleet management, as described in Requirement P9;
3. rider education, as described in Requirement O6;
4. equity, as described in Requirement O7.4;
5. adaptive, three-wheeled, and/or seated devices;
6. life cycle and sustainability analysis, as described in Requirement DS1;
7. technology implementation plan, as described in ES2.7 and ES2.8; and
8. safety report analysis, as described in Requirement ES1.6.

Plans shall be submitted within thirty (30) days of request by the Program Manager in a format specified by the Program Manager.

G10.2 Development. The plans shall describe the Vendor's strategies, each expected deliverable, and the month each deliverable will be implemented. SDOT encourages the Vendor to develop and implement innovative approaches to meet SDOT's Program goals and permit requirements.

G10.3 Submission and Updates. The Vendor shall submit its plans by the date specified by the Program Manager, or when the Vendor substantively changes any element described in G10.1. The Vendor shall submit an update on its performance with respect to the operational elements listed in G10.1, or any other permit elements as specified by the Program Manager, within fourteen (14) days of the Program Manager requesting it.

G10.4 Vendor Reports. The Vendor shall submit report(s) to the Program Manager thirty (30) days before the Vendor's annual permit review date or within thirty (30) days of request by the Program Manager. The Program Manager will determine the format and content of reports, and timeframe included therein. Generally, this report will describe the effectiveness of implemented elements in meeting the Program's goals and permit requirements, as outlined by the Program Manager. The vendor may voluntarily submit reports regarding implementation and performance to the Program Manager at any time.

G11. Modifications. The Program Manager may modify these permit requirements with thirty (30) days written notice to the Vendor. The Vendor is deemed to have accepted the modifications unless the Vendor withdraws from the permit under Requirement G3.2 within thirty (30) days of receiving notice.

G12. Supplemental Requirements. The Program Manager may establish supplemental requirements or guidance documentation that interprets or implements these permit requirements or the requirements of SMC Title 15.

G13. Comply with All Laws. The Vendor shall comply with all City, county, state, and federal laws.

Equipment and Safety

ES1. Devices.

ES1.1 Safety Certification. (a) The Vendor certifies the permitted devices deployed in Seattle are safe to operate within the City of Seattle under all conditions that include but are not limited to:

1. Wet, icy, or snowy weather;
2. Steep slopes;
3. Pavement imperfections;
4. Cobbled or roughly-paved streets; and
5. Streetcar and train tracks in the street.

(b) The Vendor shall indemnify and hold harmless the City of Seattle as provided for in the Indemnity Agreement (Appendix A).

ES1.2 Approval Required. (a) The Vendor shall not deploy any device or device component before the Program Manager approves its type, form, equipment, and appearance.

(b) To obtain approval, the Vendor shall furnish to SDOT design specifications and illustrative images of the device and device components the Vendor proposes to deploy. The Vendor shall provide SDOT an opportunity to physically inspect and test-ride the same model that the Vendor proposes to deploy upon the Program Manager's request. The inspection and test ride shall demonstrate the elements described in ES1.2(c).

(c) The Vendor's design specification documents for the proposed device or device component shall include the following information , if applicable, and photos:

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 and width of each wheel and tire;
5. the tire type (i.e. solid, pneumatic);
6. type of suspension (if applicable);
7. the type of brakes used on all wheels;
8. photos of brake levers and any areas with exposed brake lines/cable housing;
9. the distance between the centers of the front and rear wheels ("wheelbase");
10. the device's maximum load capacity;
11. 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");
12. width of the floorboard (if applicable);
13. lighting (lamps) and reflector, as defined by Requirement ES2.3;
14. horn or bell;
15. the number of gears and the gear ratios (if applicable);
16. the power source, safety and security features, and recharge procedure (i.e. swappable) for all electrical components, including lamps, batteries, and location tracking unit;
17. the locking security system as detailed in Requirement ES2.6;
18. the location tracking technology (as defined within Requirement ES2.2), including transmission frequency, geographic accuracy, and margin of error;
19. the motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;
20. the location of any cargo-carrying component or area and the maximum cargo load;

21. kickstand type;
22. the proposed location of all information the Vendor is required to affix the device under Requirement ES3; and
23. any unique specification related to safety or durability that the Vendor or Program Manager deems relevant.

(d) The Program Manager may approve the proposed device or device component if the Program Manager determines that the device or component:

1. complies with equipment requirements, as described in Requirements ES2; ES3; and
2. promotes City and program goals, as reasonably determined by the Program Manager.

(e) SDOT may rescind approval of a device or device component at the Program Manager's reasonable discretion.

ES1.3 Approved Devices. The Vendor may only deploy the following approved devices:

1. Approved bicycles that meet the definition of bicycle in RCW 46.04.071.
2. Approved electric-assisted bicycles that meet the definition of a Class 1 or Class 2 electric-assisted bicycle in RCW 46.04.169, including that an electric-assisted bicycle shall cease to assist when the bicycle reaches or exceeds 15 miles per hour.
3. Approved Type 1 Scooter, Type 2 Scooter, or Type 3 Scooter as defined in G2(d)20.

ES1.4 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 ISO 4210). Other devices shall comply with appropriate national or international design standards for that type of device.

(b) Scooters shall comply with all applicable design standards described in this permit.

(c) 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.

ES1.5 Battery Safety. (a) Batteries shall be certified as compliant with standard UL 2271.
(b) Batteries shall be disposed of in appropriate hazardous waste facilities.
(c) Anyone handling batteries, including charging or transporting, shall be properly trained, and receive ongoing training on how to manage batteries appropriately.

ES1.6 Safety Reporting. Within thirty (30) days of the Program Manager's request, the Vendor shall provide a comprehensive safety report including summary crash and injury data and summary location information.

ES2. Device Components and Features.

ES2.1 Unique Identifier. The Vendor shall affix a unique identification number on each device it deploys in the City. This unique number should be in a prominent location on each device and displayed in a font size at least one (1) inch in height. No Vendor may deploy a device in the City with the same identification number as another device the Vendor has contemporaneously deployed in the State of Washington.

ES2.2 Location and Status Tracking. (a) All devices shall be equipped with a Global Positioning Satellite (GPS) tracker and/or another tracking technology mounted on the device that is capable of tracking reckless rider behavior, and response to geofences, including managing where a user may park or ride the device. Location tracking must be capable of recording and transmitting the device's location on demand in decimal degrees to four (4) decimal places. GPS accuracy is subject to testing by SDOT at any time.

(b) All devices shall be capable of recording and transmitting all data required to meet the Open Mobility Foundation's (OMF) Provider Mobility Data Specification currently accepted version(s). Devices should be capable of providing that data at the following times:

1. when the Vendor deploys or removes the device;
2. when a trip begins or ends;
3. at least once every three minutes, if the device is being rented; and
4. at least once every thirty (30) minutes, if the device is deployed and is not being rented.

ES2.3 Lamps and Reflectors. (a) All devices shall meet the requirements for bicycle lights during hours of darkness in RCW 46.61.780, including a lamp on the front that shall emit a white light visible from a distance of five-hundred (500) feet.

(b) All devices shall be equipped with reflectors of a type approved by the WAC 204-10-060.

(c) All devices shall be equipped with a light-emitting LED red taillight visible from a distance of five-hundred (500) feet to the rear.

ES2.4 Brakes. (a) All devices shall be equipped with front and rear brakes. The brakes shall be capable of bringing the device to a full and complete stop on any topography present in the City of Seattle.

(b) Brake cables and components shall be protected and covered to prevent any form of tampering that would compromise the performance of the brakes.

ES2.5 Bell. All devices shall be equipped with a bell, horn, or other audible signaling component.

ES2.6 Security and Locking. (a) All devices shall self-lock in a manner that prevents riding. Devices shall allow for being moved to correct misparking, even without a rental taking place.

(b) The vendor, with ninety (90) days' notice by request from the Program Manager, shall be capable of deploying a full fleet of devices that are capable of being locked to a fixed object, including either to existing bike racks or purpose-built mounting docks.

(c) No device or device security alert component may contact law enforcement, or threaten to call law enforcement, without human verification.

ES2.7 Sidewalk riding detection. (a) By June 1, 2026, a minimum of one-half of the standing scooter fleet shall be equipped with sidewalk detection technology capable of recording data for future planning, as well as providing real-time auditory and/or visual feedback to riders, and reduce speed or cut off power. The vendor shall supply reports to the City regarding rates and locations of sidewalk riding to the City in a format specified by the Program Manager, within thirty (30) days of request by the program manager.

(b) The Vendor shall review and validate data regarding identified sidewalk riding, and use valid data to issue warnings, fines, or other enforcement actions to riders as described in CE5.2.

ES2.8 Rider behavior detection. (a) The device and vendor software shall have the capability of identifying riders behaving in an unsafe manner and be capable of issuing warnings and/or fines and/or account suspensions for excessive poor riding behavior. Poor riding behavior includes but is not limited to hard braking, curb jumping, crashing, or skidding.

(b) The Vendor shall review and validate data regarding identified poor behavior and use valid data to issue warnings, fines, or other enforcement actions as described in CE5.2.

ES3. Information Affixed to Devices.

ES3.1 Contact Information. The Vendor shall affix its trade name and required public contact information as described in Requirement O3.1 to each device it deploys.

ES3.2 City of Seattle Contact Information. (a) All devices deployed within the City of Seattle shall display a decal that instructs the public on how to report devices to the City that may require Vendor attention, as described in section O2.7. The decal shall be affixed in a prominently visible location on each bike that has been approved by the Program Manager.

(b) The Program Manager will provide the decal design to the Vendor. Vendors will be required to produce the decals and affix them to each device deployed within the City of Seattle within 60 days of the Program Manager providing the decal design.

ES3.3 Rider On-Device Education. (a) The Vendor shall provide signage on the device's front or in another location approved by the Program Manager and within the app about safe operation, potential risks and dangers, areas where riding is prohibited, parking requirements, and rider education before allowing the rider to operate the device. The rider education signage shall be prominently displayed on each device with graphics depicting the following topics:

1. wear a helmet;
2. yield to pedestrians;
3. no riding on sidewalks (scooters only); and
4. park responsibly.

(b) The Program Manager shall approve Vendor signage content to assure it is legible, memorable, and depicts imagery for people of all languages and reading levels.

ES3.4 Braille Identifier. The Vendor shall affix its trade name in braille on each device. The size and material of the braille identifier shall be approved by the Program Manager. The

location of the braille identifier shall be consistent on each device and approved by the Program Manager.

ES3.5 Other Information. The Program Manager may require the Vendor to affix one or more stickers containing regulatory or other information to a specific location on each device in the Vendor's fleet. The Vendor shall affix the stickers to all deployed devices no later than thirty (30) days after it receives notice.

ES3.6 Advertising. The Vendor shall not affix third-party advertising, sponsorships, or sponsored content to its devices unless it is first approved by the Program Manager.

ES4. Maintenance

ES4.1 Maintenance Mode. All devices shall be equipped with technology that allows the Vendor to place the device in maintenance mode and suspend new rentals of the device when the Vendor has received a report or otherwise believes the device is unsafe to operate.

ES4.2 Good Working Order. (a) The Vendor shall maintain each deployed device in good working order. The Vendor shall repair or remove any device that is not in good working order.

(b) A device is in good working order if:

1. the device and all its components are present and function properly; and
2. the following information is visible:
    i. the device's unique identifier, as required under ES2.1;
    ii. the Vendor's trade name and required contact information, as required under ES3.1;
    iii. the rider education signage content, as required under ES3.3;
    iv. the braille identifier, as required under ES3.4; and
    v. any information required under Requirement ES3.5.

ES4.3 Unsafe to Operate. (a) If the Vendor receives a notice or otherwise believes that a device is or may be unsafe to operate, the Vendor shall remotely suspend rentals on the device until the Vendor repairs or removes the device.

(b) A device is unsafe to operate if:

1. one or more of the components, including but not limited to those listed in ES4.2(c), is missing or does not properly function; or
2. due to a malfunction, a rider who attempts to ride the device would be at higher risk of a fall, collision, or injury.

(c) The malfunction or absence of one or more of the following device components renders a device unsafe to operate:

1. device structural frame;
2. wheel assembly, including wheels, tires, hubs, spokes, and axles;
3. lights and reflectors;
4. brakes;
5. pedals (if applicable);
6. handlebars, including their alignment; or
7. battery

(d) SDOT presumes that malfunction or absence of one or more of the following device components does not, alone, render a device unsafe to operate:

1. bell;
2. baskets and cargo carriers;
3. kickstand;
4. informational signage;
5. locking mechanism;
6. cosmetic-only damage to any component.

ES4.4 Intentional Destruction. The Vendor shall promptly disclose to the Program Manager any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate. The Vendor shall promptly notify the Program Manager of all communication it has with law enforcement or private investigators regarding intentional destruction of its devices.

ES5. Fixed Objects. The Vendor shall not install a fixed object such as a station, dock, or electric charging infrastructure in SDOT right-of-way unless the Vendor has first obtained permission from the Program Manager, and SDOT Street Use if applicable, for installing and using the fixed object.

ES6. Noncompliant Devices. If anyone deploys or parks a device or installs a fixed object in City right-of-way that does not comply with these permit requirements, SDOT may take any action authorized by SMC Title 15 or these permit requirements.

Parking

P1. Parking Requirements

P1.1 Generally. (a) The Vendor shall park devices, and shall advise riders that they shall park devices, consistent with these parking requirements.

(b) The Vendor shall ensure that each device is properly and safely parked whenever it is not being rented. The Vendor shall adjust, repark, or remove any device that is not parked in accordance with these requirements.

P1.2 Where Allowed. (a) If parked on City right-of-way, devices shall be parked upright in one or more of the following locations:

1. on a sidewalk landscape/furniture zone, as described in Requirement P1.3;
2. in an appropriate parking location where no sidewalk is present, as described in Requirement P1.5;
3. in a designated shared micromobility parking area, as described in Requirement P2;
4. in a public bike rack or corral, as described in Requirement P1.4; or,
5. areas with markings defining a daylighting zone as described in Requirement P1.6.

(b) If not parked on City right-of-way, devices may be parked and locked only in a location approved by the property owner or manager.

P1.3 Parking on Sidewalks. Where a sidewalk is present, devices may be parked upright in the furniture zone of the sidewalk. Devices shall not be parked in a manner that reduces the pedestrian clear zone to less than six (6) feet.

P1.4 Bike Racks. A rider may park a device in any public bike rack or corral space on City right-of-way unless otherwise directed by the Program Manager.

P1.5 Parking Where Sidewalk Is Absent. On block faces where no sidewalk, no designated shared micromobility parking area, nor public bike rack or corral is present, a rider may park a device upright in a safe location on City right-of-way where it will not impede pedestrian or vehicle travel. A Vendor may not park devices on these block faces except to reposition devices to improve safety or access.

P1.6 Parking in Intersection Daylighting Areas. Areas within 30 feet of stop signs or 20 feet of signalized intersections do not allow for car/truck parking. In some locations, these areas are designated with signs, markings, or posts. In these areas with markings, shared micromobility parking is allowed. Shared micromobility parking is not allowed if it blocks a crosswalk, whether marked or unmarked, or curb ramp.

P1.7 Parking Restrictions. Unless parked in a designated shared micromobility parking area or in an SDOT bike rack or corral, devices shall not be parked in the following locations:

1. in the frontage zone adjacent to a building along the sidewalk;
2. pedestrian clear zone of the sidewalk;
3. in a corner-curb-radius area;
4. on a sidewalk segment where the curb is:
    i. in a bus, streetcar, or other transit curb zone (may have alternating yellow and red curb markings);
    ii. less than sixty (60) feet from a bus stop sign on the bus approach side, unless a designated shared micromobility parking location is present; or
    iii. in a shuttle bus zone;
5. in a manner that blocks access on foot or by wheelchair or other assistive mobility device to:
    i. buildings, structures, or parcels;
    ii. transit facilities, including stations, platforms, shelters, passenger waiting areas, and bus layover and staging zones;
    iii. street features that require pedestrian access, including benches, café seating, parklets, streateries, parking pay stations, transit information signs, and crosswalk buttons; or
    iv. safety and disabled access features, including curb ramps, wheelchair ramps, ramp landings, handrails, areas of refuge, and detectable warning surfaces;
6. in or blocking access to crosswalks (including marked and unmarked crosswalks), travelways, driveways, alleys, bicycle lanes, or paths;
7. on or blocking access to a bridge, active rail line, or rail crossing;
8. in a manner that hides from view or interferes with the effectiveness of an official traffic-control device or any railroad sign or signal;
9. on a sidewalk segment where the curb is:
    i. in a taxicab stand (may have yellow curb markings); or
    ii. in a load and unload zone (may have yellow or white curb markings);
10. in a manner that damages vegetation or landscaped areas; or
11. in any other location where the device creates an obstruction hazard as described in Requirement P1.8.

P1.8 Obstruction Hazards. (a) A parked device or cluster of devices is a Major Obstruction Hazard if parked in a manner that:

1. reduces the width of the pedestrian clear zone to less than four (4) feet;

2. blocks a curb ramp per P1.7(5)(iv); or
3. blocks access to buildings, structures, or parcels per P1.7(5)(i)

(b) For every Major Obstruction Hazard identified by SDOT, the vendor shall be assessed a fee of $50.

(c) A parked device or cluster of devices is a standard Obstruction Hazard if parked in a manner that:

1. reduces the width of the pedestrian clear zone to less than six (6) feet but more than four (4) feet;
2. is restricted under Requirement P1.5(1)-(7) but not otherwise considered a Major Obstruction Hazard.

(d) For every standard Obstruction Hazard identified by SDOT, the vendor shall be assessed a fee of $30.

P1.9 Mandatory Parking Zones. The vendor shall have the capability to deploy devices and associated technology to limit parking to only designated areas in set boundaries. Mandatory Parking Zones shall be implemented within one week of request by the Program Manager, and boundaries of the zones shall match exactly what is requested by the Program Manager. The vendor is expected to assist with planning and implementation of such mandatory parking zones.

P1.10 Overdeployment. (a) The Vendor shall remove or relocate any devices within 24 hours as requested by the Program Manager, regardless of actual number of devices. The Vendor shall reduce or eliminate future deployments if deemed excessive according to the Program Manager's reasonable discretion.

(b) At no time may the Vendor deploy devices in a manner that uses half or more of the available space in a designated parking area or corral.

P1.11 Block Face Density. The Vendor shall not, unless otherwise permitted by the Program Manager, actively deploy more than fifteen (15) of its devices parked on any single block face in the City measuring up to one thousand (1,000) feet long. There may be more than 15 devices per block face if parked by riders.

P2. Designated Shared Micromobility Parking. (a)The Program Manager may designate locations in SDOT right-of-way where Vendors and riders may park devices. The Vendor shall mark the location of each designated shared micromobility parking area in its smartphone application, including the ability to provide incentives for riders to park in those areas.

(b) The vendor is required to provide incentives for riders who park within designated areas referenced in P2(a).

P3. Required Deployment Zones. The Program Manager may designate a list of areas as hubs where vendors are expected to regularly deploy devices to be available to riders. This may include, but is not limited to, key mobility hubs and transit station areas in designated parking areas. This will include all Sound Transit Link Light Rail stations within the City of Seattle.

P34. No Parking Zones. The Program Manager may designate locations in the City where devices shall not be parked ("no parking zones") or where other parking restrictions apply. These locations may be permanent, temporary, or recurring. The Vendor shall implement no parking zones using geofencing technology within one business day of the Program Manager's request. The geofences by Vendor shall match the zone requested by the Program Manager.

P5. Seattle Parks and Recreation. Vendors shall not park devices on property owned or operated by the Seattle Department of Parks and Recreation unless permitted, in writing, by the Program Manager. Vendors may only deploy, and riders may only park devices on property owned or maintained by the Seattle Department of Parks and Recreation in areas specifically permitted by the Program Manager.

P6. Other Agencies. Unless otherwise allowed to do so by the respective agency, the Vendor shall not park devices, and shall remove devices that riders park, on property owned or controlled by the following agencies:

1. Sound Transit;
2. King County Metro;
3. University of Washington-Seattle;
4. Washington State Ferries; and
5. any other agencies designated by the Program Manager.

P7. Geofencing. (a) The Vendor shall demonstrate prior to permit issuance or renewal that it can receive and implement map files from the Program Manager designating geofenced areas, and employ geofencing technology in specified locations. Types of geofences include but are not limited to the following:

1. No Operations Zones, which prohibit all operations in specified geofenced locations and safely bring riders to a stop; or
2. Slow Zones, which require slow riding operations set to a maximum speed of 8 miles per hour, or slower if mandated by the Program Manager, in specified geofenced locations.
3. No Parking Zones, which prohibit trip ends and parking in specified geofenced locations;
4. Mandatory Parking Zones, which limit parking within the zone to a limited number of locations where parking is explicitly allowed; and
5. Designated Parking Zones, which identify and encourage parking in specified locations but not otherwise within a Mandatory Parking Zone.

(b) The Vendor shall accurately geofence no operations zones, slow zones, mandatory parking zones, designated parking zones, mandatory parking zones, no parking zones, or other locations at the Program Manager's request.

(c)The Vendor may only modify an SDOT-provided geofence or add any additional geofences if approved by the Program Manager. The vendor shall mark geofence locations in its smartphone application.

P8. Event Parking. At SDOT's direction, the Vendor shall provide personnel and other resources as necessary to clear SDOT right-of-way of devices and manage device parking activity related to events, game days, and other temporary changes the City makes to parking requirements.

P9. 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; and
5. require riders to park safely and conscientiously.

Operations

O1. Fleet Size and Distribution

O1.1 Service Area. (a) The Vendor shall designate a service area for each device it deploys in the City. The Vendor may include locations outside the City in a device's service area.

(b) Each device's service area shall include the entire City, except locations the Program Manager designates as no operations zones.

O1.2 Maximum Fleet Size. (a) The Program Manager shall notify the Vendor in writing on or before the permit start date of the maximum number of devices of each type of device the Vendor may have deployed in the City at a time. The maximum fleet size shall be determined based on a combination of factors, including:

1. City goals and objectives with respect to fleet availability
2. Trips per device per day overall and per device type
3. Any enforcement actions reducing the fleet size
4. Compliance with permit conditions
5. Deployment and trips in equity focus areas
6. Reduced-fare plan program trips
7. Fleet make-up
8. Rate of availability for rental
9. The Program Manager's reasonable discretion.

(b) SDOT may choose to permit fewer than the maximum number of vendors, or fewer devices, allowed by this permit.

(c) At no time may the total number of devices deployed exceed 20,000.

O1.3 Fleet Allocation. The Vendor is required to operate a mixed fleet including bicycles, scooters, seated scooters, and other device types approved by the Program Manager. At any given time, no more than half the fleet shall be composed of standing scooters. The composition and size of the fleet shall be approved by the Program Manager before the vendor begins deployment or begins deploying any new device type.

O1.5 Minimum Fleet Size; Fleet Reallocation.

(a) Minimum fleet size is defined as one-half of the total devices allowed to be deployed, as defined in section O1.4.

(b) If the Vendor does not deploy its minimum fleet size as measured in O1.5(a), then the Program Manager may notify the Vendor in writing of SDOT's intent to reallocate the Vendor's unused fleet capacity. If the Vendor does not reach and maintain its minimum fleet size within fifteen (15) days after the Vendor receives the notice, then the Program Manager may temporarily or permanently reallocate all or part of the Vendor's unused fleet

capacity to one or more other Vendors or prospective Vendors or select additional vendors capable of deploying the capacity.

(c) The reallocation will be temporary if the Vendor:

1. discloses to the Program Manager, in writing, and receives approval from the Program Manager, in writing, that it intends to deploy fewer devices than its minimum fleet size;
2. provides a fleet deployment schedule to the Program Manager's satisfaction; and
3. complies with that schedule.

O1.6 Equity Focus Neighborhoods. (a) The Vendor shall distribute no less than fifteen percent (15%) of its total deployed fleet throughout the three geographic areas described in Appendix D (North, Central, and South).

(b) A minimum of 4% of the Vendor's fleet shall be deployed within the North Equity Focus Neighborhood and a minimum of 6% of the Vendor's fleet shall be deployed within the South Equity Focus Neighborhood.

(c) SDOT encourages the Vendor to exceed this minimum and use proactive strategies to encourage use of the program in these communities, including offering discounted rides for trips to, from, or within these geographies.

O2. Removing and Relocating Devices

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 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 P1.8 and the report was made between 6:00 AM and 11:59 PM, two (2) 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 (4) hours after the Vendor receives notice; or
3. if the notification does not allege the device is an obstruction hazard, twenty-four (24) hours after the Vendor receives notice.

O2.2 Devices on soft surfaces. If anyone requests a Vendor to move a device that is parked on a soft surface or privately landscaped area of City right-of-way and the device is otherwise properly parked, the Vendor shall remove or repark that device within twenty-four (24) hours after the Vendor receives notice.

O2.3 Submerged Devices. If anyone reports a device partially or fully submerged in water, the Vendor shall move the device within twenty-four (24) hours of notification. The Vendor shall adhere to practices for battery safety in responding to submerged devices.

O2.4 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 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 twenty-four (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 ES4.3.

O2.5 Idle Devices. A device is idle if it has been parked in the same location in the City for more than three (3) days without being rented or being visually inspected by the Vendor. If anyone notifies the Vendor that a device is idle, the Vendor shall inspect, repark, or remove the device no later than forty-eight (48) hours after the Vendor receives notice. If the Program Manager requests the removal of reported idle devices, the vendor shall relocate them within one (1) business day, regardless of actual time parked.

O2.6 Required Inspections or Sweeps. The Program Manager may designate one or more locations in the City that the Vendor shall inspect, at a frequency specified by the Program Manager, for devices that are idle, improperly parked, or not in good working order. The Vendor shall take corrective action in these locations as specified in O2.1, O2.2, O2.3, and O2.4. The Program Manager may require that the vendor sweep such areas.

O2.7 Irretrievable Devices. If hazard or lack of legal access prevent a Vendor from responding within the times required in Requirements O2.1, O2.2, and O2.3, and O2.4, the Vendor shall:

1. remove the device at the next reasonable opportunity;
2. bear the removal costs, including reimbursement for City costs; and
3. disclose the irretrievable device to the Program Manager if the Vendor cannot safely and legally remove the device.

O2.8 Centralized Complaint Reporting. The Vendor shall participate in a City-supported centralized reporting system, including the City's customer service system and Find It, Fix It app, by: (a) affixing information about the system to the Vendor's devices in accordance with ES3.2; and

(b) taking all actions required by the Program Manager to intake, respond to, and resolve tickets issued by this mechanism. This includes any actions specified by the Program Manager to inform SDOT when reported issues have been resolved.

O2.9 Administrative Unlocking Tool. SDOT requires the Vendor to provide an app, code, or similar functionality that selected personnel at SDOT and other local government agencies may use to unlock a device, move it a short distance, and relock it without charge.

O3. Vendor Communication

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; and
2. an email address or web-based portal that has been approved by the Program Manager.

(b) The Vendor may provide additional contact methods such as a texting phone number or a smartphone application.

(c) If the Vendor receives a report under Requirements O2.1, O2.2, O2.3, or O2.4 by any means other than a live telephone call, the Vendor shall provide a callback or written acknowledgement of the report within the time the Vendor is required to inspect the device.

O3.2 Contacts for City Use. (a) The Vendor shall provide the Program Manager with addresses, including a postal address and an email address, where 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. the Vendor's local fleet operations manager;
4. a data collection and reporting contact person;
5. a dedicated community engagement contact person; and

6. a 24-hour contact person or persons, if different from the above.

(c) The Vendor shall immediately notify the Program Manager if any of the required contact information changes.

O3.3 Notice to Vendor. (a) The Vendor is deemed to have received notice of a communication under these permit requirements when the sender transmits the communication by any of the methods the Vendor provides under Requirements O3.1 and O3.2 except postal delivery and the sender does not receive prompt notification that the transmission has failed to reach the Vendor.

(b) The Vendor is deemed to have received notice of communication sent by the City to its postal address provided under Requirement O3.2 three (3) calendar days after the postmark date.

O4. Rental Operations

O4.1 Pricing and Rider Fees. (a) The vendor shall disclose pricing to the Program Manager at any time the price for rentals is increased.

(b) 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.

(c) The vendor shall offer passes, bundles, or other mechanisms for frequent riders to reduce per-ride cost.

(d) The vendor shall offer an employer pass program element allowing riders to sign up via their employer for lower-cost rides.

(e) At no time shall the Vendor implement surge pricing or dynamic pricing to raise rates at high-demand times. Pricing shall be consistent and easily understood by riders.

O4.2 Reduced-Fare Program Element. (a) The Vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for one or more of the following programs shall be eligible for the Vendor's reduced-fare program element:

1. the ORCA LIFT reduced-fare program;
2. the Regional Reduced Fare Permit (RRFP) program;
3. Seattle Public Utility Discount Program;
4. Seattle City Light Discount Program;
5. Seattle Housing Authority;
6. Apple Health (Medicaid);

7. Seattle Housing Authority Senior Housing program;
8. Seattle Housing Authority Low-income Public Housing;
9. Washington Basic Food program; or
10. Washington State Food Assistance program.

(b) The Vendor shall not require re-verification of low-income status more than one (1) time per year.

(c) Reduced fare plan payment structures shall be approved by the Program Manager. The Vendor shall charge eligible riders no more than $0.025 (2.5 cents) per minute and no more than $1.50 total for a one-hour ride, including any flat fees (such as, but not limited to, unlocking fees).

(d) The Vendor shall bear any transaction costs associated with a rider's use of the reduced-fare payment method.

(e) The Vendor shall prominently display the reduced-fare program information within the smartphone application via pop-up on user's first use, as well as prominently place the link within the smartphone application navigation. The Program Manager shall approve Vendor's display.

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. A description of this method shall be described in the Vendor's equity plan, per section O7.4 of this permit.

O4.4 Trip-End Photograph. (a) The Vendor shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Vendor shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked, including showing sufficient surrounding area to show proper parking.

(b) The Vendor shall have a method for reviewing Trip-End Photos for compliance with parking rules. The vendor shall submit to the Program Manager its methods for reviewing a representative sample of Trip-End Photos and have that method approved by the Program Manager. In the course of review, if the vendor identifies improperly parked devices, the rider of those devices shall be contacted with a warning, fine, or potentially suspension from membership if the improper parking recurs.

(c) Within thirty (30) days of request by the Program Manager, the vendor shall supply descriptive statistics regarding trip-end photo review and results. The Program Manager will use this information to determine whether the Vendor's trip end photos are adequate.

(d) Trip-end photos shall not be required for users that access their rental without using a smartphone.

O4.5 Helmet Use. (a) The Vendor shall implement a helmet distribution and encouragement plan. The vendor shall distribute a minimum 5,000 helmets within Seattle through methods approved by the Program Manager, including, but not limited to, community events and City of Seattle Customer Service Centers. The Vendor is encouraged to identify creative opportunities for helmet distribution, including affixing to devices if possible.

(b) The Vendor shall report on number of helmets distributed in the year-end report and at other times upon request from the Program Manager. Reports shall be provided to the Program Manager within thirty (30) days of request.

(c) The Vendor shall implement incentives for riders to demonstrate helmet use and other innovative approaches for encouraging helmet use, including in-app helmet verification. The Vendor shall provide reports to the Program Manager regarding the implementation of such incentives within 30 days of request by the Program Manager.

O4.6 First Time Rider Feature. On a rider's first use of a Vendor's device, the vendor shall govern the maximum speed from fifteen (15) miles per hour (MPH) to eight (8) MPH for the duration of the rider's first ride. If the rider has used the Vendor's device in another U.S. city, this requirement does not apply.

O4.7 Emergency Unlocking. The Vendor is required to participate in an emergency unlocking program element. The Vendor agrees to make its deployed devices available free of charge if the Program Manager orders the Vendor to unlock the devices during a civil emergency declared under SMC 10.02.020. The City shall reimburse the Vendor for loss or damage to devices that the Vendor incurs due to an emergency unlocking order as provided for in SMC Chapter 10.02.

O5. Staffing Operations and Operations Center

O5.1 Operations Center. (a) The Vendor shall maintain at least one operations center (warehouse) in Seattle. The Vendor shall disclose to SDOT the location of its operations centers in Seattle and all other locations in the County where the Vendor stores devices that are not deployed.

(b) The Vendor's operations centers must comply with NFPA 1, *Fire Code*; NFPA 101®, *Life Safety Code*®; NFPA 13, *Standard for the Installation of Sprinkler Systems*.

O5.2 Working Conditions. The Vendor shall compensate all employees consistent with Seattle's minimum-wage laws in SMC Chapter 14.19. The Vendor shall comply with all local, state, and federal workplace safety requirements. Contractors acting on behalf of the Vendor are subject to all applicable requirements, laws, and regulations.

O5.3 Required Staff. The Vendor shall maintain staffing in positions as identified in O3.2(b). The Vendor shall identify at least one operations manager responsible for fleet management and rental operations. In the event of staff departure, the Vendor shall ensure that the operations manager position is unfilled for no more than two (2) weeks.

O6. Rider Education and Safety

O6.1 Vendor's Duty. The Vendor has the duty to educate its riders how to use its services and how to operate and park its devices, cooperate in disseminating any educational content that is provided by SDOT, and participate in educational events organized by SDOT and/or third parties designated by SDOT.

O6.2 Digital Safe Parking and Riding Education Program. (a) The Vendor shall develop a digital (smartphone application, email, web-based, etc.) safe parking and riding education program, in which riders must identify correctly parked devices, devices parked as obstruction hazards, as well as safe riding behavior (riding only on streets twenty-five (25) mph and under, bike lanes, multi-use paths, yield to pedestrians, wear a helmet). Riders shall be required to use the program within their first three (3) rides and at least once every three (3) months thereafter.

(b) The Vendor shall have this program active on the date the permit begins and the program shall be approved by the Program Manager.

O6.3 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. riding location rules: scooters may only ride on roads that are 25 miles per hour or under, bike lanes, and muti-use trails; scooters may not ride on sidewalks unless it is part of the connected bike network;
3. bicycles and e-bikes may ride on sidewalks if yielding to pedestrians;
4. encouragement to wear a helmet;

5. how to inspect a device for safety and techniques for safe riding;
6. rules for parking the device safely and conscientiously; and
7. any other appropriate instructions.

(c) The Vendor's rider education plan shall also describe how the Vendor will:

1. comply with the rider education signage requirement in Requirement ES3.3;
2. comply with the digital safe parking and riding education program requirement in Requirement O6.2; and
3. tailor its rider education message to address equity barriers in a manner consistent with the Vendor's equity plan described in Requirement O7.4.

O7. Equity

O7.1 Community Engagement. (a) The Vendor shall proactively engage in outreach, education, and other equity programming designed to improve knowledge of and access to mobility and recreation options in the City of Seattle. The Vendor shall also collaborate with SDOT on community engagement and outreach opportunities as specified by the program manager.

(b) The Vendor shall attend and actively participate in a minimum of 30 community events per year, to include community meetings, tabling, event sponsorships, or other opportunities as approved by the Program Manager.

(c) The Vendor shall provide regular and timely reporting to the Program Manager in a format specified by the Program Manager regarding Vendor attendance at community events.**O7.2 Languages.** (a) For all required contact methods the Vendor provides under Requirement O3.1(a) and all required disclosures to riders under Requirements O4.1 and DS5, the Vendor shall offer a translated version or translation support for all City of Seattle Tier 1 Languages including Amharic, Cantonese (written: Traditional Chinese), Korean, Mandarin (written: Simplified Chinese), Somali, Spanish, Tagalog, and Vietnamese.

(b) SDOT encourages the Vendor to offer translated versions or translation support for all public contact methods, including Tier 1 language support within the smartphone application, in City of Seattle Tier 1 and Tier 2 Languages and other languages spoken in Seattle.

O7.3 Marketing Document. No later than sixty (60) days after permit issuance or renewal, the Vendor shall publish and provide for SDOT's use a one-page marketing and education document in all City of Seattle Tier 1 Languages covering the following information to SDOT's satisfaction:

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.

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 Equity Focus Neighborhoods and communities (defined in G2(d)8), people with disabilities, people experiencing homelessness or housing insecurity, LGBTQ people, women and girls, youth, and older adults.

(b) The Vendor's equity plan shall describe how the Vendor will inform riders and prospective 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.

(c) 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.

(d) 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 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;
2. the pricing policies the Vendor offers under Requirements O4.1 and O4.2;
3. the use of rider incentives, disincentives, rewards, or penalties to shape rider behavior;
4. the Vendor's rental methods, including the low-barrier rental method the Vendor offers under Requirement O4.3;

5. the Vendor's public contact methods and practices as described in Requirement O3.1;
6. the Vendor's proposed programming and events during the permit cycle;
7. the Vendor's fleet management, operations, and staffing structure and policies;
8. the Vendor's distribution of free or low-cost helmets;
9. equity in knowledge of the Vendor's device sharing services and how to find, rent, and ride them;
10. equity of economic and technological access to the Vendor's services;
11. racial and social equity generally; and
12. any other equity issues the Vendor proposes to address.

O7.5 Age and Licensing. Vendor terms and conditions shall be consistent with the requirements of RCW 46.20.500.

O8. Regional Operations. These permit requirements apply to all devices the Vendor deploys on City right-of-way. These permit requirements apply to all devices the Vendor deploys in other locations in the City unless the Vendor has obtained a separate permit to deploy devices in that location. The Vendor's deployed devices may circulate between Seattle and other jurisdictions (e.g. King County) and on transit agencies such as King County Metro and Sound Transit, subject to the requirements of those jurisdictions and agencies.

O9. Sanitation Procedures. (a) The following methods are required to promote public safety:

1. Vendors shall ensure that all individuals (employee and independent contractors) who perform any service on the devices, (i.e. maintenance, deployment, rebalancing, charging) sanitize with a disinfectant solution common touch points, including handlebars, brake levers, bells/horns, seat adjustment devices, locking mechanisms, or anything that is normally touched by riders;
2. Vendors shall provide in-house staff with sanitary gloves and appropriate disinfectants for cleaning frequently touched services;
3. Vendors shall educate staff (employee and independent contractors) on how to protect themselves from infection; and
4. Vendors shall immediately implement any new protocols shared by the Program Manager that specially relate to the prevention of COVID-19.

(b) These procedures shall stay in place until modified or discontinued by the Program Manager.

Data Sharing

DS1. Life Cycle and Vehicle Miles Traveled (VMT).

DS1.1 Life Cycle Analysis: Within thirty (30) days of a request for a report from the Program Manager, the Vendor shall provide a life cycle report that shall include:

1. the actual life cycle of each device deployed in the City, measured in distance (rounded to the mile) and time (rounded to the hour);
2. the average life cycle of all device components measured in distance (rounded to the mile) and time (rounded to the hour);
3. the location of all devices (with device unique identification numbers) no longer in operation or at end of life cycle (i.e. location address, company, unknown); and
4. actual recycling/reuse/disposal procedures implemented, if applicable, for devices no longer in operation.

DS1.2 Vehicle Miles Traveled (VMT) Report (a) Within thirty (30) days of a request for a report from the Program Manager, the Vendor shall provide a VMT report, which shall include the VMT to manage the Vendor's entire fleet up to the point of the request and the actual energy source used for all VMT.

(b) If the Vendor uses gig workers or contractors for operations, the Vendor shall provide the activities, a percentage breakdown of vehicle types, energy source used for each vehicle type, and describe how the gig workers or contractors were tracked to maintain accountability for such activity.

DS2. Fleet and Trip Data

DS2.1 Generally. (a) The Vendor shall collect and submit the following data on all devices in its fleet deployed-device data as described in Requirement DS2.2(b) and DS2.2(a).

(b) At the Program Manager's reasonable discretion, the Vendor shall submit its data to SDOT, an independent data analyst SDOT selects, or both.

DS2.2 How Submitted. The Vendor shall be required to provide the City or its designee with accurate and authenticated data on its entire city fleet through documented Application Programming Interfaces (APIs) built to the Mobility Data Specification (MDS) including Provider, Policy, and/or Agency and any other APIs as required by the City. The City will determine which version of MDS released by the Open Mobility Foundation (OMF) is required, and the City will have the option to require newly approved versions to be supported ninety (90) days from OMF approval. The Vendor shall collect and share operational data with SDOT through APIs that are defined by the Mobility Data Specification (MDS) "Provider" specification, including but not limited to the following APIs or endpoints:

1. trips;
2. status changes;
3. a real-time status feed; and
4. other end points as they are added to the specification.

(b) The City will specify the version of MDS it requires and the API endpoints that are required to be sent to the City by the Operators and the API endpoints and fields that will be provided to the Operators by the City. The City may update this file at any time and Operators will be expected to conform to any new requirements within a reasonable timeframe thereafter. The City may opt use the MDS Requirements feature.

DS3. Rider Data.

DS3.1 Riders Report. (a) The Vendor shall collect data on the number of unique riders who have used the Vendor's devices for one or more trips that start, end, or pass through Seattle.

(b) No later than the tenth day of each month, the Vendor shall submit the following data to SDOT in text or spreadsheet format:

1. the number of unique riders, the number of repeat riders (any rider who took more than one trip), and the number of unique riders who used monthly subscription plans using the Vendor's devices during the previous month;
2. the number of unique riders, the number of repeat riders (any rider who took more than one trip), and the number of unique riders who used monthly subscription plans using the Vendor's devices during the previous three months; and
3. the number of unique riders, the number of repeat riders (any rider who took more than one trip), and the number of unique riders who used monthly subscription plans using the Vendor's devices during the previous twelve months.

DS3.2 Rider Survey. At the Program Manager's direction, the Vendor shall distribute to its riders a rider survey instrument designed by SDOT. The Vendor shall not alter or supplement the survey instrument. The Vendor shall report the survey responses to SDOT or to the independent data analyst at the Program Manager's direction.

DS4. Reduced-fare Program Usage Data.

DS4.1 Reduced-fare Program Unique Rider Report. (a) The Vendor shall collect data on the number of users who used the Vendor's reduced fare program as described in Requirement O4.2 for one or more trips that start, end, or pass through Seattle.

(b) No later than the tenth day of each month, the Vendor shall submit the following data to SDOT in text or spreadsheet format:

1. the number of unique riders who used the Vendor's reduced-fare program during the previous month;
2. the number of unique riders who used the Vendor's reduced-fare program during the previous three months; and
3. the number of unique riders who used the Vendor's reduced-fare program during the previous twelve months.

DS4.2 Reduced-fare Program Total Rides Report. (a) The Vendor shall collect data on the number of trips taken that start, end, or pass through Seattle that were taken as part of the Vendor's reduced-fare program as described in Requirement O4.2.

(b) No later than the tenth day of each month, the Vendor shall submit the following data to SDOT in text or spreadsheet format:

1. the number of trips taken using the Vendor's reduced-fare program during the previous month;
2. the number of trips taken using the Vendor's reduced-fare program during the previous three months; and
3. The number of trips taken using the Vendor's reduced-fare program during the previous twelve months.

DS5. 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.

DS6. Use and Disclosure. SDOT and its designees may use, analyze, and publish the data they receive and may create and publish derivative products and reports. Data submitted to SDOT may be subject to public disclosure.

Compliance and Enforcement
CE1. Compliance Generally

CE1.1 Compliance Investigation. SDOT will investigate the Vendor's compliance with these permit requirements and the requirements of SMC Title 15 using the following methods:

1. review of all submitted data for data integrity as described in Requirement CE2;
2. review of the Vendor's report-response records as described in Requirement CE3;

3. audit of the Vendor's fleet as described in Requirement CE4;
4. fleet data analysis as described in Requirement CE5; or
5. other investigation and direct or indirect enforcement activities at the Program Manager's reasonable discretion.

CE1.2 Violation. If after investigation SDOT determines that the Vendor has failed to comply with any permit requirements or has otherwise committed a violation under SMC chapters 15.90 or 15.91, the Program Manager may take one or more of the following actions:

1. revoke the Vendor's permit under Requirement G3.2 and SMC 15.04.070;
2. implement an alternative sanction as described in Requirement CE1.3;
3. seek reimbursement of costs as described in Requirement G8; or
4. take any other enforcement action provided for in SMC chapters 15.90 or 15.91;

CE1.3 Alternative Sanction. (a) If a Vendor violates any requirement, SDOT may propose and the Vendor may accept an alternative sanction instead of permit revocation. The alternative sanction may include one or more of the following:

1. a temporary, indefinite, or conditional reduction of the Vendor's maximum fleet size;
2. a fee to be paid by the Vendor to the City;
3. a fee to be paid by the Vendor to the City that the Vendor shall pass along to the rider responsible for the instance of permit non-compliance;
4. a requirement that the Vendor share additional information related to the violation or to the type of violation;
5. another investigation, conducted at the Vendor's expense, to verify that the violation has been resolved;
6. rescission of approval for certain devices or device components; or
7. other special conditions or modification of the Vendor's permit requirements to address the violation and prevent further violations.

(b) These permit requirements suggest specific reductions of a Vendor's maximum fleet size and fees levied as appropriate alternative sanctions for certain violations. The Program Manager may depart upward or downward from the suggested fleet size reductions and fees and may offer other alternative sanctions instead of or in addition to these actions. The Program Manager will determine the actual alternative sanction offered, if any, based on the circumstances of the noncompliance, the Vendor's compliance history, the quality of the Vendor's plan to achieve compliance, and any aggravating or mitigating factors the Program Manager deems relevant.

(c) Fees levied as enforcement actions shall be paid by the Vendor to SDOT in the same manner as the permit Administrative Fee. These fees are due no less than ninety (90) days after notice from SDOT.

CE1.4 No Waiver. SDOT may exercise its discretion in enforcing these permit requirements and the requirements of SMC Title 15. SDOT's decision not to take an available enforcement action in one or more instances does not imply a waiver of future enforcement of these permit requirements or the requirements of SMC Title 15.

CE1.5 Impoundment. The City may impound at the Vendor's expense devices that are unsafe to operate, idle, or an obstruction hazard.

CE2. Data Integrity. (a) SDOT will review all data the Vendor shares under these permit requirements in light of all other information available to SDOT to determine:

1. if the Vendor furnished the required data at the correct time and in the correct format; and
2. if the Vendor's data is complete and accurate.

(b) If the Vendor's data is late or is in an incorrect format, SDOT may find the Vendor not compliant and may offer one or more of the following alternative sanctions such as

1. a reduction in maximum fleet size of five hundred (500) devices; and
2. a fee of $1,000

(c) If the Vendor's data is incomplete or inaccurate, SDOT may find the Vendor not compliant and take the following action if SDOT believes that the Vendor:

1. knowingly falsified, altered, or failed to disclose some or all of the data the Vendor is required to share, then SDOT may revoke the Vendor's permit; or
2. did not knowingly falsify, alter, or fail to disclose some or all of the data, then SDOT may offer an alternative sanction such as
    a. a reduction in maximum fleet size of one thousand (1,000 devices); and
    b. a fee of $2,500.

CE3. Report-Response

CE3.1 Report-Response Investigation Procedure. The Program Manager will review parking and maintenance data, data from the centralized complaint reporting system (Find It, Fix It) as described in Requirement O2.7, the Vendor's disclosure of irretrievable devices under

Requirement O2.6, and any other available information to determine if the Vendor has responded to reports by visually inspecting the reported device or location and correcting any noncompliant devices found within the time periods prescribed in Requirements O2.1 and O2.2.

CE3.2 Compliance Targets. (a) The Vendor is compliant if the Vendor responded within:

1. the time specified in Requirement O2.1 or O2.2 to at least seventy-five percent (75%) of reports, excluding reports by the Vendor or its agents; and
2. forty-eight (48) hours to at least ninety-nine percent (99%) of reports, excluding reports by the Vendor or its agents.

(b) If SDOT finds that the Vendor is not compliant, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of five hundred (500) devices or a fee of $1,000.

CE4. Audit.

CE4.1 Audit Investigation Procedure. (a) SDOT or its designee may conduct one or more representative audits of one or more Vendors' fleets during the permit term. SDOT is not required to disclose the audit to the audited Vendor or Vendors before the audit has been completed. SDOT or its designee will establish procedures for the audit, including audit frequency and definition and selection of audit samples.

(b) An audit may include one or more of the following components:

1. visual, physical, and ride inspection of samples of devices deployed in the City of Seattle to investigate the Vendor's compliance with:
    i. all parking requirements;
    ii. maintenance requirements, as described in Requirement ES4;
    iii. equipment requirements, as described in Requirements ES1, ES2, ES3;
    iv. service area requirements, as described in Requirement O1.1; and
    v. idle device requirements, as described in Requirement O2.4; and
2. testing, data analysis, and other methods to assess each Vendor's:
    i. public contact methods, as described in Requirement O3.1;
    ii. data sharing disclosure to riders, as described in Requirement DS5;
    iii. pricing structure and pricing structure disclosure to riders, as described in Requirements O4.1 and O4.2;

iv. rental methods, including its low-barrier rental methods as described in Requirement O4.3;
v. supported languages, as described in Requirement O7.2; and
vi. implementation of commitments the Vendor made in its parking, equity, and rider education plans, as described in Requirement G10; and

3. data analysis to verify the integrity of data each Vendor reports to SDOT under Requirements DS2, DS3, and DS4.

CE4.2 Compliance Targets – Parking. (a) SDOT will measure:

1. Overall rate of devices found to be an obstruction hazard;
2. Usage adjusted obstruction rate, calculated as the overall obstruction rate divided by the trips per device per day for each device type.

(b) The Vendor is compliant if no more than three percent (3%) of the audit sample is parked in a manner that creates an obstruction hazard, and the usage-adjusted obstruction rate is no more than 3%.

(b) If SDOT finds that the Vendor is not compliant, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of five hundred (500) devices or a fee of $1,000. Improvement over time in these metrics will be considered in determining sanction.

CE4.3 Compliance Targets - Maintenance. (a) The Vendor is compliant if:

1. no more than ten percent (10%) of the audit sample is unsafe to operate; and
2. seventy percent (70%) or more of the audit sample is in good working order and available for rental.

(b) If SDOT finds that the Vendor is not compliant then the Program Manager may offer an alternative sanction such as:

1. a reduction in maximum fleet size of five hundred (500) devices and a fee of $1,000, if more than ten percent (10%) of the audit sample is unsafe to operate; or
2. a reduction in maximum fleet size of five hundred (500) devices and a fee of $1,000, if less than seventy percent (70%) of the audit sample is in good working order and available for rental.

CE4.4 Compliance Targets - Equipment. The Vendor is compliant if:

1. Ninety-five (95%) or more of the audit sample complies with Requirements ES1, ES2, and ES3; and
2. the remainder comply with the equipment requirements of another permitting authority in King County.

CE4.5 Compliance Targets – Data Integrity. SDOT or its designee will compare the deployed-device data the Vendor reports under Requirement DS2.2 to the audit sample to determine that the Vendor is correctly reporting all deployed devices. The Vendor is compliant if ninety-nine percent (99%) or more of devices with functioning tracker components in the audit sample are reported with the correct location and attributes in the Vendor's deployed-device fleet data.

CE5. Parking and Operations Fines and Fees.

CE5.1 Parking Fines. (a) If any device in the audit sample creates an obstruction hazard, the Program Manager may assess a fee to the Vendor. The Vendor shall pass that fee on to the last user of the device, unless it is the first instance that user has incurred this enforcement action, in which case the Vendor shall send a warning to the user, including education about proper parking. Vendors are encouraged to implement an escalating consequence structure, up to and including suspensions or bans for users with repeated infractions. The Vendor shall also institute a user-appeal system that shall be approved by the Program Manager prior to implementation.

(b)SDOT will assess a fee of $50 per obstruction for Major Obstruction offenses as described in P1.6.

(c)SDOT will assess a fee of $30 per obstruction for general Obstruction offenses as described in P1.6.

CE5.2 Riding and behavior fines. (a) The vendor shall have the capability of identifying riders exhibiting reckless riding behavior using time and location information. The vendor shall issue warnings and/or fines and/or suspensions when feasible, and report to the Program Manager regarding the procedure.

(b) Using sidewalk riding technology described in ES2.7, the Vendor shall use sidewalk riding data to issue escalating warnings, fines, and potential suspensions to riders. The first and second offenses shall result in warnings. The third offense shall result in a fine, and subsequent offenses shall consider account suspension or termination.

(c) the Vendor shall implement a data validation and appeal system for instances of sidewalk riding.

CE6. Fleet Data Analysis.

CE6.1 Fleet Data Investigation Procedure. (a) Using the data the Vendor submits under Requirement DS2, SDOT or its designee will capture the number, locations, and attributes of the Vendor's devices in the City of Seattle in snapshots throughout each day. SDOT or its designee will capture fleet snapshots once per hour from the hours of 6:00 AM to 10:00 PM, unless the Program Manager selects a different method.

(b) Using an average of the hourly snapshots described in CE5.1(a), SDOT or its designee will measure for each day:

1. the Vendor's minimum fleet size, as described in Requirements O1.4;
2. the Vendor's measured fleet size; and
3. the number of deployed devices inside the Equity Focus Neighborhoods described in Requirement O1.5.

(c) SDOT will determine the vendor's maximum fleet size each day by choosing the hourly snapshot, as described in CE5.1(a), that shows the largest fleet size for that day.

CE6.2 Compliance Targets – Maximum Fleet Size. (a) The Vendor is compliant if:

1. the Vendor's measured fleet size exceeds its maximum fleet size on five (5) or fewer days of the month; and
2. the Vendor's measured fleet size exceeds one hundred twenty percent (120%) of its maximum fleet size on two or fewer days of the month.

(b) If SDOT finds that the Vendor is not compliant with its maximum fleet size requirement, then the Program Manager may offer an alternative sanction such as:

1. a reduction in maximum fleet size of five hundred (500) devices and/or fee of $1,000, if the Vendor's measured fleet size exceeds its maximum fleet size on six or more days of any calendar month; or

a reduction in maximum fleet size of one-thousand (1,000) devices and/or fee of $2,500, if the Vendor's measured fleet size exceeds one hundred twenty percent (120%) of its

maximum fleet size on three or more days of any calendar month.3. A fee of $10,000 if the Vendor is found to be out of compliance as listed in (1) and (2) above in any two or more subsequent months.

CE6.3 Compliance Targets – Minimum Fleet Size. (a) The Vendor is compliant if the Vendor's measured fleet size is less than its minimum fleet size, as defined in section O1.5 on five or fewer days of the month.

(b) If SDOT finds that the Vendor is not compliant with its minimum fleet size requirement, then the Program Manager may reallocate the Vendor's unused fleet capacity as described in Requirement O1.4.

CE6.4 Compliance Targets – Equity Focus Neighborhoods. (a) The Vendor is compliant if all of the following are true:

1. at least fifteen (15%) of the Vendor's devices are parked within the equity focus areas as a whole, as defined in Appendix D, and available for rental on each day of the month; AND
2. at least 6% of the Vendor's devices are parked within the Southern equity focus area as defined in Appendix D, and available for rental on each day of the month; AND
3. at least 4% of the Vendor's devices are parked within the Northern equity focus area as defined in Appendix D, and available for rental on each day of the month.

(b) If SDOT finds that the Vendor is not compliant with its equity focus area requirements, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of five-hundred (500) devices and/or fee of $2,500.

CE6.5 Compliance Targets – Reduced-Fare Program Element. (a) The Vendor is compliant if the Vendor has a reduced-fare program element in place throughout the month.

(b) If SDOT finds that the Vendor is not compliant with its reduced-fare program element requirement, then the Program Manager may offer an alternative sanction such as a reduction in maximum fleet size of one-thousand (1,000) devices and fee of $2,500.

CE6.6 Compliance Targets – Trips and Trips per device. (a) The Vendor is compliant if they achieve at least one (1) trip per device per day on average every month.

(b) If SDOT finds that the Vendor is not compliant, then the Program Manager may offer an alternative sanction such as a reducing in maximum fleet size of 500 devices and/or a fee of

$1,000 per month that the vendor has not achieved one (1) trip per device per day on average.

CE7 Compliance Reporting. (a) The vendor shall submit a compliance report to include the following, within thirty (30) days' request by the Program Manager, in a format specified by the Program Manager:

1. The number of users who received a warning for improper parking, riding, or other behavior;
2. The number of users who received a fine for improper parking, riding, or other behavior;
3. The number of users who were suspended or banned for improper parking, riding, or other behavior; and
4. Any corrective actions taken to improve parking and riding, including but not limited to, the number of trip-end photos reviewed and associated response to riders.

Application and Fees

AF2. Permit Not Guaranteed. (a) SDOT retains the right to determine the number of permitted vendors. SDOT may approve no Vendor for a permit.

(b) A Vendor approved for a permit is not guaranteed renewal of the permit. SDOT may require the Vendor to submit another application for evaluation before SDOT will renew the permit.

AF3. Permit period and renewal. The Program Manager will announce a permit start date and permit length in writing. The Vendor may be eligible for subsequent renewal pending SDOT approval, based on compliance with permit conditions and performance on key metrics as determined by the Program Manager's reasonable discretion.

AF4. Submitted Materials

AF4.1 Packet. The Vendor shall submit the following elements to the program manager and/or SDOT Public Space Management in a manner as specified by the Program Manager. :

1. completed Vendor Signature Page in the form contained in Appendix G; and
2. evaluation form as required by the Program Manager;
3. a signed and recorded indemnity agreement as described in Requirement G5 and Appendix A;
4. insurance documentation as described in Requirement G6 and Appendix B;
5. the surety bond described in Requirement G7 and Appendix C;
6. the permit issuance fee described in Requirement AF5.1;
7. the permit application review fee described in Requirement AF5.1;

8. the administrative fee described in Requirement AF5.1; and
9. a completed Public Space Management Permit Application.

(b) An applicant who is not issued a permit shall submit the permit application review fee described in Requirement AF5.1 upon SDOT's request.

AF4.2. Submission. Application materials may be submitted by email to *publicspace@seattle.gov* or on paper to the following locations:

By Mail:
Seattle Department of Transportation
Attention: Public Space Management Management
PO Box 34996
Seattle, WA 98104

In Person:
SDOT Street Use Permit Counter
Attention: Public Space
Seattle Municipal Tower
700 5th Avenue, Floor 23
Seattle, WA 98124

AF5. Fees

AF5.1 Fee Schedule. SDOT may charge Vendors up to the following fees:

Fee Type	Fee Amount	
Permit Issuance and Renewal	$426 for issuance or $326 for renewal as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Permit Review	$358 per hour of review as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Administrative Fee per year	For standing (Type 1) scooters	$150 per permitted scooter per year, prorated by month active
	For bicycles or electric-assisted bicycles	$50 per year permitted bicycle or electric-assist bicycle, prorated by month active
	For seated (Type 2) scooters, three-wheeled, or adaptive devices as approved by the program manager	$50 per year permitted device, prorated by month active

AF5.2 Fees Nonrefundable. All fees charged to Vendors under Requirement AF4.1 are nonrefundable.

AF6. Request a Permit Decision Review. (a) Anyone may request a review or reconsideration of a permit decision that SDOT has made. This must be sent as a written request to the Director of the Seattle Department of Transportation within 10 calendar days of our decision date (SMC 15.04.112). The request must identify the decision for which review or reconsideration is requested, the grounds for objecting to the decision based on City standards, and the specific remedy being proposed. The Director will designate a review officer who will make a recommendation to the Director. The Director's decision on review or reconsideration is final.

(b) A request for review or reconsideration should be submitted to:

Director of Transportation
Seattle Department of Transportation
700 Fifth Avenue, Suite 3800
PO Box 34996
Seattle, WA 98124-4996
OR *Email: DOT_Directors_Office@seattle.gov.*

Appendix A: Indemnity Agreement

Provided for informational purposes only. Contact SDOT Street Use Division for most recent version.

Updated June 2024.

Document Title:

PUBLIC PLACE INDEMNITY AGREEMENT

Reference Number(s) of Documents assigned or released: (on page ___ of document(s)_____

Grantor (Entity Applying for Permit):

Grantee:

City of Seattle

CITY OF SEATTLE
SHARED MICROMOBILITY
STREET USE AND OCCUPATION PERMIT
INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made and granted by , and its successors, heirs, and assigns (collectively the "Grantor") in favor of the City of Seattle ("City").

RECITALS

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor's benefit.

The City's permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to, Seattle Municipal Code Section 15.04.060 that requires this Agreement.

AGREEMENT

In consideration for the City's permission to use or occupy the public right-of-way that permits [INSERT PROJECT DESCRIPTION] according to the submitted Street Use and Occupancy Permit application and approved plan [INSERT STREET USE PERMIT NUMBER] the Grantor agrees as follows:

The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, attorney fees

and necessary litigation expenses, and damages of every kind and description resulting from:

1. Device design and specifications, maintenance, construction, suitability for purpose, and roadworthiness;

2. The use, operation and parking of shared micromobility devices; or the presence of e-scooters, e-bikes, or other permitted shared micromobility devices in specially-regulated areas;

3. Any notice or failure to provide notice to riders regarding safe operation, handling, or parking of shared micromobility devices;

4. The City's enforcement of permit conditions;

5. The Company's and rider's failure to comply with any safety requirement, permit condition, or regulation;

6. The rider's operation or parking of the shared micromobility device or the failure to comply with any speed limits, operating requirements, or any other requirement imposed by the company or City; and

7. The City's negligent failure to design or maintain rights-of-way; and

except for damage or injury caused by the sole or gross negligence of the City, its officers, employees, elected officials, agents, or subcontractors. This exception shall not act as a waiver to the public duty doctrine.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.

_____
Grantor's Signature

_____
Print Name and Title

State of _____)
) s.s.
County of _____)

This is to certify that on this _____ day of _____20_____,

before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared_____to me known to be the _____(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.

_____
Notary Public in and for the State of _____

Appendix B: Insurance Requirements

Vendor shall continuously maintain throughout the entire term of the Permit, at its sole cost and expense, the following minimum insurance coverage and limits of liability. By requiring such minimum insurance, The City of Seattle shall not be deemed or construed to have assessed the risks that may be applicable to the Vendor under this Permit. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or coverage.

Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained with the Permit.

Vendor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Limited Use Permit issued by City of Seattle for the Shared Micromobility Program; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Vendor or reduced and/or offset against the Permit.

B.1 Minimum Insurance Coverage and Limits of Liability Required.

1. Commercial General Liability (CGL) written on an occurrence basis. Coverage shall be at least as broad as ISO form number CG 00 01, with Minimum Limits of Liability of:

    - $10,000,000 for each occurrence; and
    - $10,000,000 aggregate.

Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Products and completed operations; Independent Contractors Liability; Contractual Liability; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other

requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

2. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits of liability of $1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Worker's coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

4. Employer's Liability or "Stop Gap": coverage in the amount of $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employer's Liability) or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the general liability policy.

5. Information Technology –Cyber Liability (Network Security Liability and Privacy Liability) insurance coverage with minimum limit $2,000,000 per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Vendor's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

6. Completed Operations: Vendor shall provide Endorsement CG 20 37 – Completed Operations, naming the City of Seattle as additional insured for a period of at least three (3) years after operations have ceased.

B.2 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention of the policies shall not limit or apply to the Vendor's liability to the City of Seattle and shall be the sole responsibility of the Vendor.

B.3 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Vendor or any of the Vendor's insurers.

B.4 Waiver of Subrogation. Vendor waives all rights against the City of Seattle, its officials, agents, and employees for recovery of damages. This provision shall be valid and enforceable only to the extent permissible by the applicable insurance policies.

B.5 Notice of Cancellation. The insurance coverages required herein shall not be canceled by Vendor or Vendor's insurer without at least 30 days' prior written notice to the City. Ten days' written notice to the City may be provided if the reason for the cancellation is non-payment of premium.

B.6 Insurer's A.M. Best's Rating. Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, Vendor shall, upon notice to that effect from the City of Seattle, promptly obtain a new policy, and shall submit the same to the City of Seattle, with the appropriate certificates and endorsements.

B.7 Evidence of Insurance. Prior to execution of the Permit, Vendor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insured required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s). Vendor must provide the following as evidence of insurance:

1. A certificate of insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, "City of Seattle, License and Tax Administration Division, P.O. Box 34214, Seattle, WA. 98124-4214" must be written; and

2. An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, Vendor shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Vendor shall also cause a complete and certified copy of the requested policy to be timely furnished to the City.

Certificate and additional insured endorsement shall be provided to the City of Seattle, attention to City of Seattle, License and Tax Administration Division, Shared Micromobility Program, P.O. Box 34214, Seattle, WA. 98124-4214.

The City of Seattle's receipt or acceptance of Vendor's evidence of insurance without comment or objection, or the City of Seattle's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth in this Exhibit or, consequently, constitute the City of Seattle's acceptance of the adequacy of Vendor's insurance or preclude or prevent any action by the City of Seattle against Vendor for breach of the requirements of this Exhibit.

B.8 Independent Contractors. In lieu of Vendor providing Independent Contractors Liability of its CGL insurance, each contractor, as defined in RCW 46.61.715(3)(b), who is hired or retained by Vendor shall provide evidence of insurance meeting all of the requirements in B.1-B.7 above, including adding the City of Seattle, its officials, agents, and employees as additional insured, before any work or action is taken by the independent contractor for the Vendor.

B.9 Subcontractors. Vendor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Permit shall be subject to all the requirements stated herein, including adding the City of Seattle, its officials, agents, and employees as additional insured

Appendix C: Surety Bond

Provided for informational purposes only. Contact SDOT Street Use Division for most recent version.

SEATTLE STREET USE STREET USE PERMIT No: _____ **SURETY BOND**

KNOW ALL PEOPLE BY THESE PRESENTS: That _____
(Type or print name of principal)

as Principal and _____ 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 Washington, as Surety, are held and firmly bound unto **The City of Seattle** ("Seattle"), a municipal corporation of the State of Washington, in the sum of _____ _____DOLLARS ($_____), lawful money of the United 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.

Under the provisions of Seattle Municipal Code ("SMC") Title 15, Principal filed with Seattle's Director of Transportation ("Director") an application for the above-referenced permit (the "Permit") and the use of certain public areas for _____ _____located at _____ 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

   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.

6. 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 Key Rating Guide. 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.* (employee and independent contractors)

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

FOR SURETY:

By _____

(Signature of Attorney-in-Fact)

_____

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

_____

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

FOR PRINCIPAL:

By:_____

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

_____

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

_____

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

STATE OF _____)

) ss: **(PRINCIPAL'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, _____, before me a notary public in and for the State of ___ _____, duly commissioned and sworn, personally appeared _____ _____, who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Principal so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____is/are authorized to execute said bond for the Principal named therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____ _____

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of residing at

My commission expires .

STATE OF _____)

) ss: **(SURETY'S ACKNOWLEDGMENT)**

COUNTY OF _____)

On this _____ day of _____, _____, before me a notary public in and for the State of _____ _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

_____ _____

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of residing at

My commission expires .

Appendix D: Equity Focus Neighborhoods

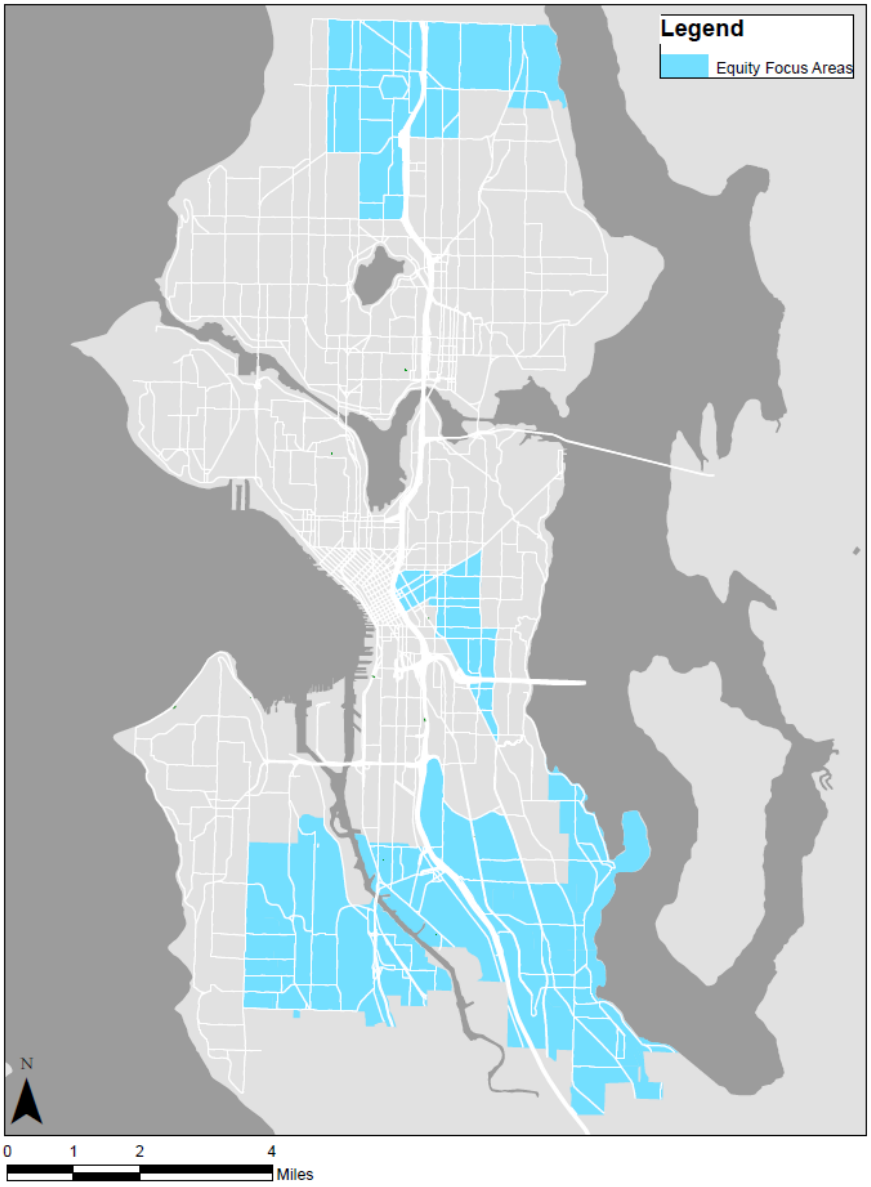
As provided in Requirement O1.6, the Vendor shall distribute 15% or more of its deployed fleet in designated Equity Focus Neighborhoods in aggregate, and at least 5% of their deployed fleet in the Northern area, and 5% of the fleet in the Southern area as defined below..

Data Source: To define the neighborhoods contained within the equity focus area, SDOT uses the "Neighborhood Map Atlas Neighborhoods" data set (last updated October 2024). The shapefile is available through Seattle's Open Data Portal (at https://data-seattlecitygis.opendata.arcgis.com/datasets/SeattleCityGIS::neighborhood-map-atlas-districts/about). Upon request, the Program Manager will provide a digital file of the Equity Focus Neighborhoods to the Vendor. .

Designated Areas: The Program Manager designates the following neighborhoods as belonging to the equity focus areas:

1. *Northern:* Bitter Lake, Cedar Park, Haller Lake, North College Park, Olympic Hills, Pinehurst.
2. *Central:* Atlantic, First Hill, Minor.
3. *Southern:* Brighton, Dunlap, Georgetown, High Point, Highland Park, Holly Park, Mid-Beacon Hill, Rainier Beach, Rainier View, Riverview, Roxhill, Seward Park, South Beacon Hill, South Delridge, South Park.

Map of Designated Areas:


Legend
Equity Focus Areas
N
0
1
2
4
Miles

Appendix E: Data Specifications

E.1. Data Submitted to SDOT.

E.1.1 Mobility Data Specification Adopted.

(a) Data Sharing and Specification. Operators shall be required to provide the City or its designee with accurate and authenticated data on its entire city fleet through documented Application Programming Interfaces (APIs) built to the Mobility Data Specification (MDS) including Provider, Policy, and/or Agency and future APIs as required by the City. The City will determine which version of MDS released by the Open Mobility Foundation (OMF) is required, and the City will have the option to require newly approved versions to be supported 90 days from OMF approval.

(b) The Vendor's MDS-compliant API must allow SDOT to query and obtain all current and historical deployed-device and trip data. The Vendor shall also expose a publicly-available General Bikeshare Feed Specification (GBFS) feed accessible through the Vendor's website.

(c) If SDOT or the Vendor elects to use CSV or spreadsheet format for data submissions during the first 45 days of the permit, then the Vendor shall submit its deployed-device data using the format and attributes provided in the "status changes" API-endpoint table. The Vendor is not required to submit its trip data in CSV or spreadsheet during this period; instead, SDOT will query the Vendor's "trips" API endpoint to obtain the historical trip data for this period after the API is in place.

E.1.2 Implementation – General. (a) The following provisions apply generally to data submitted using MDS:

1. The "device_id" field is a universally unique identifier (UUID) associated with the device's tracking component. The "vehicle_id" field is the visible identifier affixed to the device as provided in Requirement ES2.1.
2. The current version of MDS provides a limited number of acceptable responses for fields such as "vehicle_type" and "event_type_reason." SDOT may identify additional acceptable responses for these and other fields at the Program Manager's reasonable discretion or at a Vendor's request.

E.1.3 Implementation – Deployed-Device Data. (a) The Vendor shall submit its deployed-device data in real time through an API endpoint with the format and attributes described in the MDS "status_changes" schema. SDOT will query the API at regular intervals to obtain the submitted data.

(b) The following provisions apply to SDOT's implementation of this schema:

1. The Vendor shall refresh its underlying deployed-device data (including status and location) at no less than the frequency specified in Requirement ES2.2(b), regardless of whether the device's status has changed. However, the MDS "status_changes" schema only requires the Vendor to *submit* a record through the API when a status change occurs. Accordingly, the Vendor is not required to submit a new data record to SDOT when it refreshes the data under Requirement ES2.2(b) unless the device's status or location is not identical to the last record submitted to SDOT for that device.
2. If the Vendor provides an administrative unlocking tool as described in Requirement O2.8, then the Vendor shall submit a status change record of each administrative unlock and relock in its deployed-device data as follows:

event_type	**event_type_reason**	**Comments**
unavailable	admin_pick_up	Device is administratively unlocked
unavailable	admin_drop_off_unavail	Device is administratively relocked and is not available for rental. Vendor must also list the event_type_reason causing the unavailability (e.g. "maintenance," "low_battery")
available	admin_drop_off_avail	Device is administratively relocked and is available for rental

E.1.4 Implementation – Trip Data. (a) The Vendor shall submit its trip data through an API endpoint with the format and attributes described in the MDS "trips" schema. The Vendor shall submit trip records to the API no less frequently than provided in Requirement ES2.2(b) and is encouraged to submit the records more frequently if possible. SDOT will query the API at regular intervals to obtain the submitted data.

(b) As provided in MDS, the Vendor shall submit all GPS location samples it collects, even if the Vendor's data collection exceeds the minimum frequency provided in Requirement ES2.2(b) .

E.1.5 Implementation – Data from City. (a) SDOT may send API endpoints to the Operator, including but not limited to geography and policy feeds. The Vendor shall be required to ingest these feeds and implement appropriate actions as requested by SDOT.

E.2 Data Submitted to Independent Data Analyst. If the Program Manager directs the Vendor to submit the data described in Requirements DS2 to an independent data analyst, then SDOT or the independent data analyst will provide the Vendor with the required data format and attributes.

Appendix G: Vendor Signature Page

I, _____, declare the following:

1. I am a duly authorized agent of _____, a Vendor applying for a permit under the City of Seattle's Free-Floating Shared Micromobility Program.
2. I have reviewed and understand the Free-Floating Shared Micromobility Program Permit Requirements for 2022, 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.

_____

Signature Date and Place

State of _____)
_____) s.s.
County of _____)

This is to certify that on this _____ day of _____20_____,
before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared_____to me known to be the _____(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.

_____

Notary Public in and for the State of _____

Seattle Department of Transportation

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