

CITY COUNCIL REPORT

DATE: January 30, 2018

TO: Mayor, Vice Mayor, and Councilmembers

FROM: David McIntire, Community Investment Director
Nicole Antonopoulos Woodman, Sustainability Manager

CC: Josh Copley, Barbara Goodrich, Shane Dille, Heidi Hansen, Andy Bertelsen, Leadership Team

SUBJECT: Bike Share Pilot Program

This is to provide information regarding a pilot community bike share program as a joint project of the City of Flagstaff Community Investment and Sustainability sections.

Discussion

A group of community stakeholders consisting of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), Coconino County, Northern Arizona University, the Flagstaff Metropolitan Planning Organization and the City of Flagstaff's Sustainability and Community Investment Sections have worked together to explore a community bike share program in Flagstaff.

The intention behind the workgroup was to accomplish multiple Council and community goals:

Transportation and Other Public Infrastructure: Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Take Meaningful Climate Action: The transportation sector accounts for 50% of the Flagstaff community greenhouse gas emissions. Reducing motorized trips will contribute to reducing emissions.

Economic Development: Grow and strengthen a more equitable and resilient economy.

Objectives that support the goals:

- Facilitate and encourage the use of public transportation though closing the first and last mile gap, a common barrier to using transit.

- Provide additional transportation options to Flagstaff residents, helping them to save money and improve their health.
- Reduce car trips in Flagstaff, which:
 - Supports reaching sustainability and climate goals
 - Reduces traffic
 - Improves air quality
 - Improves the visitor experience
- Reduce parking demand.
- Bring a new business opportunity to the community to provide jobs and revenues.
- Show potential workforce recruits that Flagstaff is a dynamic, proactive City, and is a desirable, bike-friendly community, to support employee recruitment and retention.
- Provide Flagstaff visitors with transportation alternatives and recreational opportunities.

Background

The first generation of bike share programs were typically a private public partnership that were subsidized by public entities. These programs were costly due to expensive docking stations, which required bikes to be returned to and parked at the end of each bike trip. In Dallas, for example, City officials estimated that \$6 million was needed to start and operate a program with 400 bikes for five years. However, over the past year the bike share model has been transformed. Technological advancement and reduced infrastructure costs have enabled 'dockless' bike share programs. The new model, where companies no longer must rely on public investment, distributes bikes around a city or campus to be rented per trip instead of dispensing them through docking stations. Bikes are tracked via GPS, and can be located by users, paid for, and unlocked using their smartphones. When riders are done with one of these bikes, they can park them anywhere that's convenient and legal. More than five private companies are currently operating dockless bikeshare systems in U.S. cities across the country including Scottsdale, Dallas, Seattle and Washington DC.

Bike Share in Flagstaff

One such dockless bike share company, Spin, is intending to bring their business to Flagstaff. They have been working with City staff for a number of months to identify a formal process.

An initial hurdle is the use of the City's rights-of-way (ROW), which has been determined not consistent with any existing City permit. Staff recommend that initially the City enter into an exclusive license agreement for a six-month pilot program where-in Spin would responsible for all facets of the program. Specific requirements of the agreement are related to liability, bicycle standards, placement / relocation of bicycles, ADA access to public ROW, and data collection and sharing, among other things. During this time staff would solicit input from Flagstaff residents and businesses.

The City and partner organizations are working to ensure that specific details are addressed in the license agreement including: the bicycles meet safety standards and Flagstaff helmet laws are complied with, guaranteed safe movement and accessibility in the ROW is preserved, and systems are in place to prevent bikes which have been left by riders from becoming a nuisance. The pilot program period will allow the City to better understand the challenges and opportunities of the private bikeshare model.

Preliminary discussions with local bike shops, biking organizations, and other stakeholder groups have led to an understanding among City staff that these uses are not direct competition with their businesses. It is hoped that, at least initially, Spin will contract with a local bike shop to perform maintenance and possibly redistribution activities.

After the pilot period, the City could continue to license vendors or could decide to create a formal permit process through code amendments as determined most beneficial. Spin is currently developing an agreement with Northern Arizona University (NAU) so these bikes will be allowed on campus as well. That agreement, in conjunction with the pilot and potential long-term permit process, will allow for a City-wide, comprehensive bike share program that best meets transportation needs of both City of Flagstaff residents and NAU students. There would be the potential for similar agreements with the County as well.

Specific SPIN outreach materials are included with the memo.

Conclusion

This report is for information only. Staff will provide an informational update to City Council at the February 26, 2018 work session.

PILOT LICENSE AGREEMENT

Stationless Bicycle Share Services Pilot Program

This Stationless Bicycle Share Services Pilot Program License (“License”) is made this _____ day of _____ 20____, by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”) and Skinny Labs, Inc., a Delaware corporation dba Spin (“Licensee”). The City and Licensee are each individually referred to as a “Party,” and collectively, the “Parties.”

Recitals

- A. A goal of the City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility;
- B. Bicycle share services are a component to help the City achieve its transportation goals, and the City desires to make stationless bicycle share services available to residents and those who work in the City;
- C. Licensee proposes to operate a stationless bicycle share services pilot program within the City;
- D. Licensee will abide by all City ordinances and rules, now, existing or as amended in the future governing the use of the public right-of-way to efficiently and effectively provide stationless bicycle share services; and
- E. Licensee possesses GPS, cell connectivity, and self-locking technology in its bicycles such that its bicycles may be locked and unlocked by users with a software application and tracked to provide for operations and maintenance (“Bicycle Fleet”).

In consideration of the mutual covenants and representations set forth herein, the City and Licensee hereby agree as follows:

Terms

1. Definitions.

Furnishing Zone refers to “the portion of the sidewalk nearest to the curb used for street trees, transit stops, street lights, benches, trash containers, bike racks or other street furnishings or equipment,” as defined in the Flagstaff City Code Section 10-80.20.060.

Improperly parked for purposes of this License refers to bicycles that are not parked in the ROW in an upright and safe position. For example, bicycles laying in the middle of the sidewalk.

Right of Way (“ROW”) refers to “[t]he strip of land dedicated to public use for pedestrian and vehicular movement ... that is (sic) publically owned ... for the right-of-way purposes benefiting the general public,” as defined by Flagstaff City Code Section 10-80.20.180. ROW does not include state roads managed by the Arizona Department of Transportation (Highway 89/Milton Road, Highway 180/Fort Valley Road, and Route 66). City ROW does

not include Northern Arizona University (“NAU”) campus roads owned and maintained by the Arizona Board of Regents/NAU.

Sidewalk means “that portion of the public way between the curb lines of the roadway and the adjacent property lines intended for use by pedestrians,” as defined in Flagstaff City Code Section 8-03-002-0001(M).

2. License to Use ROW.

- a. The City hereby issues Licensee an exclusive license to use the ROW subject to the terms and conditions of this License. There will be no license fee charged to Licensee to use the ROW.
- b. Licensee agrees that the City is not responsible for educating customers regarding helmet requirements and other laws. Neither is the City responsible for educating customers on how to ride or operate a bicycle.

3. Customer Safety Agreement. Licensee will require that customers read and “accept” the Customer Safety Agreement in its software app as a condition of renting a bicycle from Licensee. The Customer Safety Agreement is attached hereto as Exhibit A. Licensee is responsible for the Customer’s compliance with the Customer Safety Agreement.

4. Operations.

- a. Licensee shall maintain a business office within the City limits at the local address of _____.
- b. The direct contact phone number for Licensee is _____. Additional contact phone numbers for Licensee are _____.
- c. Between the hours of 6 am and 6 pm Monday through Friday, Licensee shall respond to a City-initiated request to relocate a bicycle within one (1) hour. Licensee shall respond to any bicycle parking concerns within two (2) hours of a public-initiated request. Licensee shall respond to requests outside those parameters within ten (10) hours.
- d. All bicycles used under this License shall meet the standards outline in the Code of Federal Regulations under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, licensed systems shall meet the safety standards outlined in the International Organization for Standardization under ISO 43.150 – Cycles, subsection 4210 and Flagstaff City Code Chapter 9.

5. Customer Service.

- a. Every bicycle must have a unique identifier that is visible to the customer.
- b. Licensee must place a 24-hour responsive phone number on the bicycle for customers to report improperly parked bicycles, safety concerns, complaints, or ask questions.

6. License to Use ADOT/NAU Roads. If so desired, Licensee will endeavor to obtain licenses to use Arizona Department of Transportation and NAU roads for its stationless bicycle share services pilot program.
7. Pilot Program Study Data. As a condition of this License, during the term of this License, Licensee will provide the City with a monthly report that includes the following:
 - a. Number of Licensee bicycles deployed in the City;
 - b. Number of Licensee customer rental hours in the City;
 - c. Licensee bicycle rental rates and any other charges;
 - d. Number of calls/reports Licensee received that bicycles are improperly parked and Licensee's average response time to reposition improperly parked bicycles.
 - e. An incident report for each Licensee bicycle involved in an accident within the City limits, to include location and general details;
 - f. Geographic description of most prevalent usages (e.g. ridership data);
 - g. Any other information Licensee feels is relevant to evaluating the bicycle share services pilot program; and
 - h. All Licensees shall keep a record of maintenance activities, including, but not limited to, bicycle identification number and maintenance performed.
8. Licensee Fixtures. Licensee shall not place or attach any personal property, fixtures, or structures to the ROW without the prior written consent of the City or private property owners. The City, at its own discretion, may choose to paint bicycle parking spots and/or recommend bicycle parking spots to Licensee.
9. Management of Bicycle Fleet. Licensee will actively manage the Bicycle Fleet to ensure orderly parking and the free and unobstructed use of the ROW at all times. Licensee will actively manage the Bicycle Fleet in a manner that is non-discriminatory and affords persons from all socioeconomic backgrounds an opportunity to participate in the program.
10. Condition of ROW. The City makes the ROW available to Licensee in an "as is" condition. The City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Licensee or its customers, and it assumes no duty to warn either Licensee or its customers concerning conditions that exist now or may arise in the future.
11. Damages to Licensee Property. The City assumes no liability for loss or damage to Licensee's bicycles or other property. Licensee agrees that the City is not responsible for providing security at any location where Licensee's bicycles are stored or located, and Licensee hereby waives any claim against the City in the event Licensee's bicycles or other property are lost or damaged.
12. Damages to City Right of Way. Licensee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of Licensee or its customer's use of the ROW. Should the Licensee fail to repair,

replace, or otherwise restore such real or personal property, Licensee expressly agrees to pay the City's costs in making such repairs, replacements, or restorations.

13. Indemnification. Licensee shall defend, pay, indemnify, and hold harmless the City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at, or from the ROW or occasioned wholly or in part by the entry, use, or presence upon the ROW by Licensee or by anyone making use of the ROW at the invitation or sufferance of Licensee.
 - b. Use of Licensee's bicycles by any individual, regardless of whether such use was with or without the permission of Licensee, including claims by users of the bicycles or third parties.
14. Insurance Requirements. Throughout the term of this License, at the sole cost and expense of Licensee, the following Insurance Requirements of the City, are set forth in Exhibit B. Licensee shall furnish the City with endorsements and certificates of insurance evidencing that it has obtained and maintains the required insurance.
15. Compliance with Law. Licensee, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the ROW and the operation of its stationless bicycle share program, including but not limited to, current laws or future laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Licensee's lawful use or occupancy of the ROW or any portion thereof, Licensee shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this License. City shall reasonably cooperate with Licensee, at no additional cost to the City, such that Licensee can properly comply with this Section and be allowed to use the ROW as specified above.
16. Licensing and Taxes. Licensee will obtain any applicable transaction privilege tax license, business license, or other licenses required for doing business in the City, and provide City with a copy of the same. Licensee will report all applicable taxes when due.
17. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this License.
18. Term. This License shall commence on [_____], (the "Commencement Date") and shall expire 6 months after the Commencement Date, unless earlier terminated upon at least thirty (30) days written notice to Licensee. Licensee may revoke this License upon at least ten (10) days written notice to the City.
19. Restoration. Upon termination or expiration of this License, Licensee shall remove all bicycles from the City and restore all ROW to the extent damaged by Licensee or its

customers' actions within thirty (30) days of a written request, or ten (10) days of notice of revocation under Section 18 above.

20. Amendment. This License may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this License and executed by duly authorized representatives of the parties.

21. Applicable Law and Venue. The laws of Arizona shall govern the interpretation and enforcement of this License.

22. Counterparts. This License may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same License.

23. Notice. Provide any notice via email or certified mail to the following addresses:

To the City:

To the Licensee:

City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
_____ @flagstaffaz.gov
Phone:

Executed the day and year first above written, by the parties as follows:

LICENSEE

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT A – CUSTOMER SAFETY AGREEMENT

EXHIBIT B – INSURANCE REQUIREMENTS

SPIN OVERVIEW

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Introduction

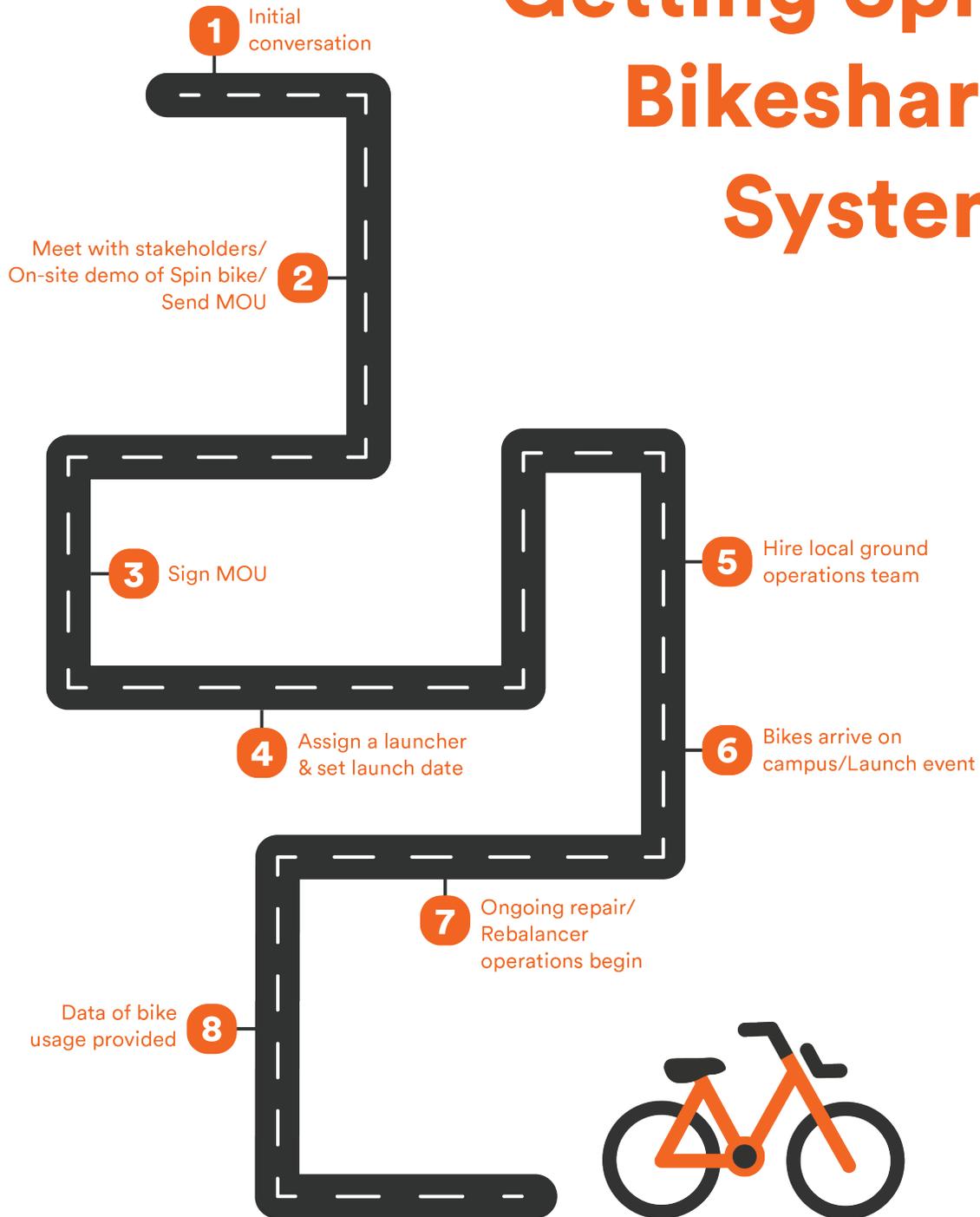
Spin is America's stationless bikeshare company. We are transforming cities and campuses by offering an accessible, affordable, and environmentally-friendly form of personal mobility. Our fleet of orange-colored smart-bikes, each equipped with GPS, can be unlocked by scanning a QR code with our app. At the end of each ride, users can park Spin bikes wherever responsible.

For cities, Spin works with government officials and stakeholders to provide an affordable and equitable bikeshare with no public funding. Spin covers the cost of bikes and maintenance, and we employ people from the local community for operations. Our policy team created the nation's first stationless bikeshare permit system in Seattle.

For campuses, Spin provides students and faculty with a turnkey stationless bikesharing solution at no cost to the university, allowing the most affordable and flexible way to get around campus. We take care of the cost of the bikes, hire students for a local operations team to handle maintenance and rebalancing, and contract with local bike mechanics to process repairs. From the moment a campus partnership begins, we strive to be part of the campus bike culture by working hand-in-hand with the community to facilitate the smoothest operation possible. Students can ride a Spin for \$0.50 per ride or sign up for unlimited rides at \$14 per month or \$49 a year.

Founded in San Francisco at the end of 2016, Spin has raised over \$8M and has launched in 18 markets since mid-July 2017, including Seattle, Dallas and DC. By year end, Spin will have 12,000 bikes in the US. Our core team of over 30 is comprised of engineers, designers, operators, lawyers, and policy makers with experience from Y Combinator, Uber, Lyft, Yik Yak, and other technology companies.

Steps for Getting Spin Bikeshare System



02

Bicycle

SPIN V3

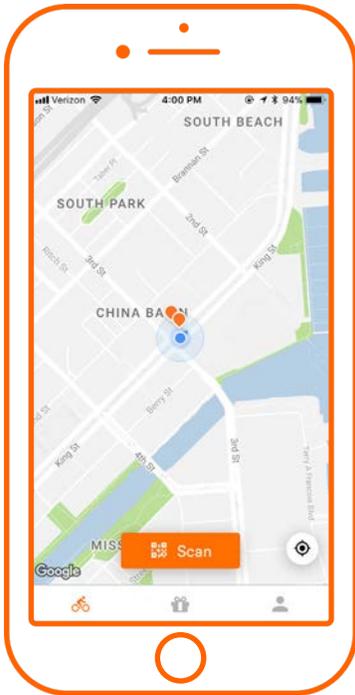


Spin bicycles are designed in California, built by the manufacturer of Schwinn bikes, and assembled locally by certified bike technicians. They are CPSC-certified and ISO 4210-certified to meet top quality standards. All Spin bicycles have the following onboard:

- GPS and cellular modem
- Solid foam tires
- 3-speed internal hubs
- High-quality V-brakes or internal disc brakes
- Dynamo hub-driven front light or rear solar-powered light
- Rear reflector
- Theft-resistant screws

03

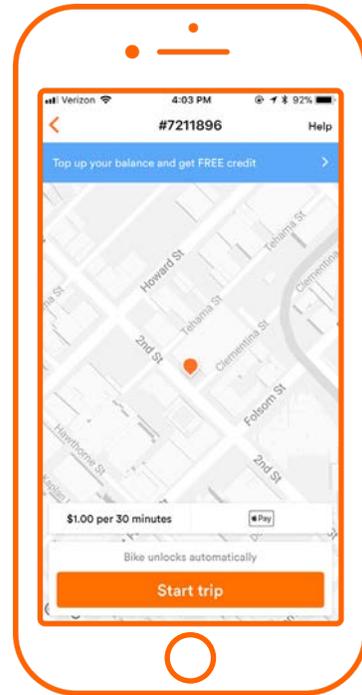
Mobile Application



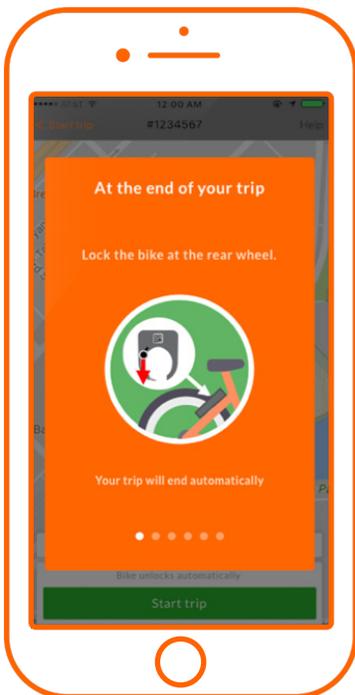
home screen



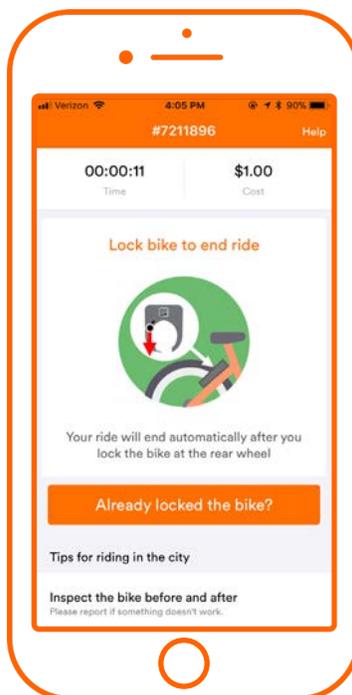
unlock screen



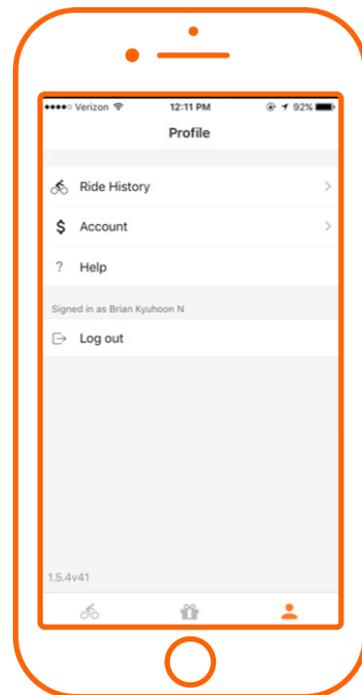
payment screen



informational pop-up



trip screen



account screen

04

Parking

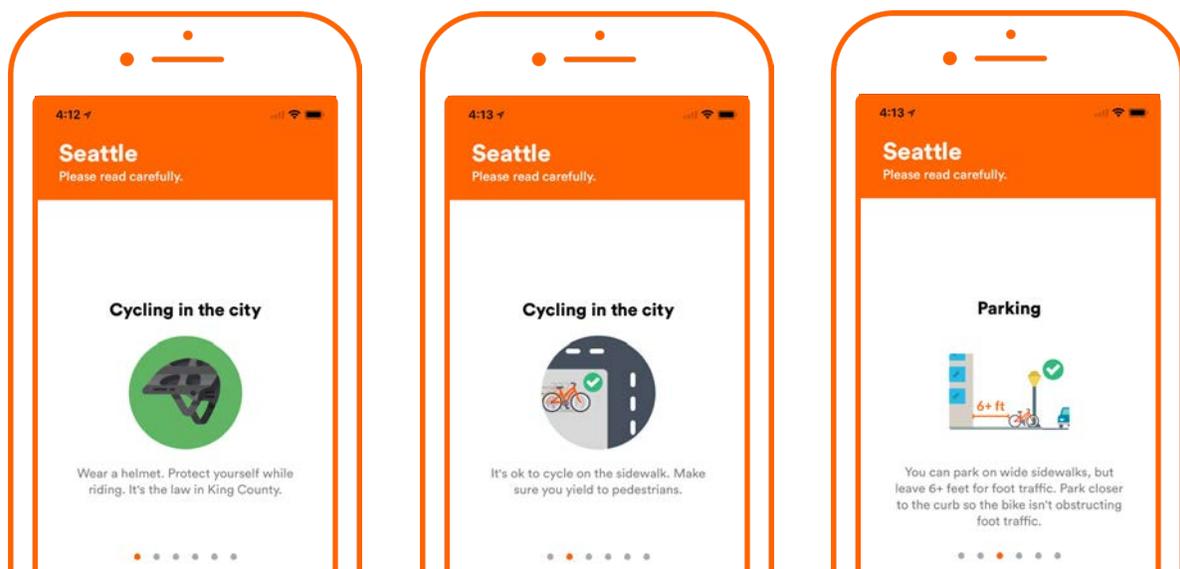
We believe that free-floating bicycle share's greatest benefit is its affordability and accessibility compared to other mobility options. Key to realizing those objectives is an easy-to-use and easy-to-understand experience for riders – including when parking – that prevents consumer confusion and promotes consumer compliance.

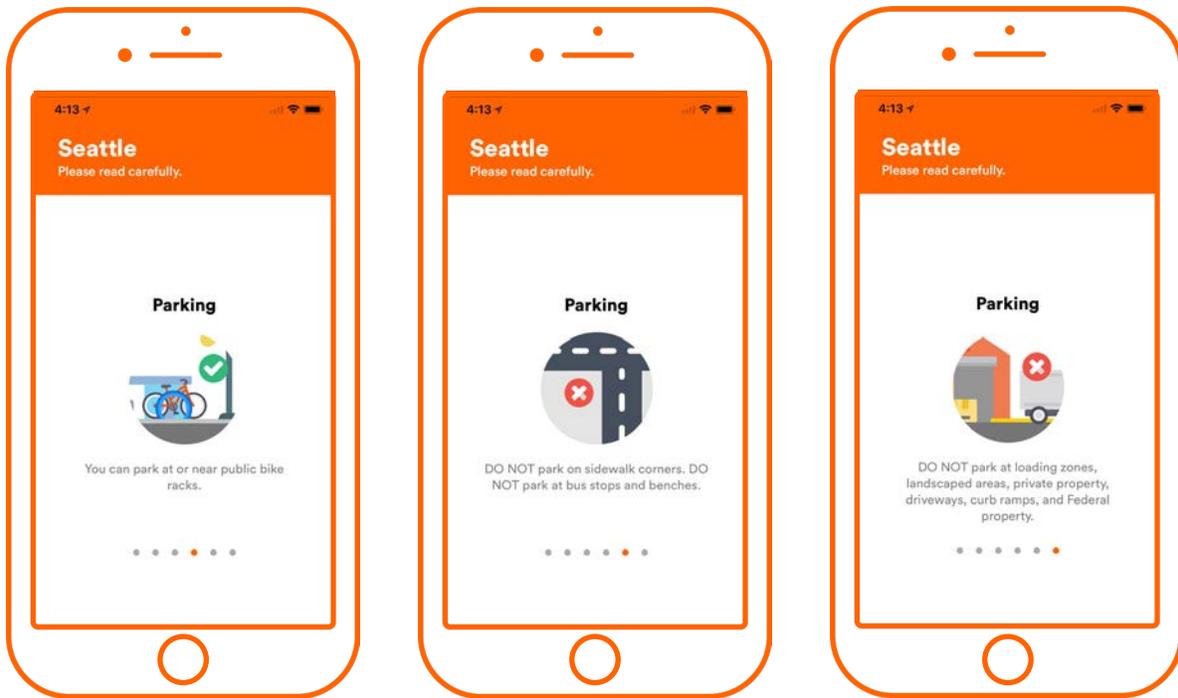
Spin currently plans to educate users on proper bicycle parking through three methods:

- Informational pop-ups in Spin's app
- Links in Spin's app to additional parking instructions
- Email campaigns to users

INFORMATIONAL POP-UPS

New users will receive informational pop-ups in Spin's app when they take their first ride. New users will have to affirmatively dismiss the pop-ups in order to proceed. The pop-ups will include a) text to succinctly explain the parking rules using digestible, easy-to-understand language and b) graphic support to help new users visualize where they are allowed to park. See below for example information pop-ups.





ADDITIONAL PARKING RULES

The app also explains the parking rules under the “Help” button, including additional details of the parking rules. See below for the parking guide found in Spin’s Help Center, which is accessed by pressing the “Help” button.

EMAILS

Spin can send emails and/or conduct email campaigns to users that remind users of the parking rules. For new users who sign up for Spin, we currently plan to send a “welcome” email, which will include information on the parking rules. For existing users, we currently plan to send periodic or targeted email reminders of the parking rules, based on user compliance with the parking rules.

05

Parking Zones



parking zones



no parking zones

In order to encourage good parking, Spin can add preferred parking pins to the app to educate riders where to park.

Additionally, cities and campuses can design customized geo-fenced areas where bike parking may be restricted. These areas will be clear to the rider as ones where they cannot park, and, along with the pins, will allow any rider to find an acceptable parking zone.

When a new rider unlocks a bike for a ride, they will be asked by the app to rate the parking job by the previous rider. Using a thumbs up or thumbs down vote, previous riders will be rated, with warnings and possible restrictions assigned to habitually bad parkers.

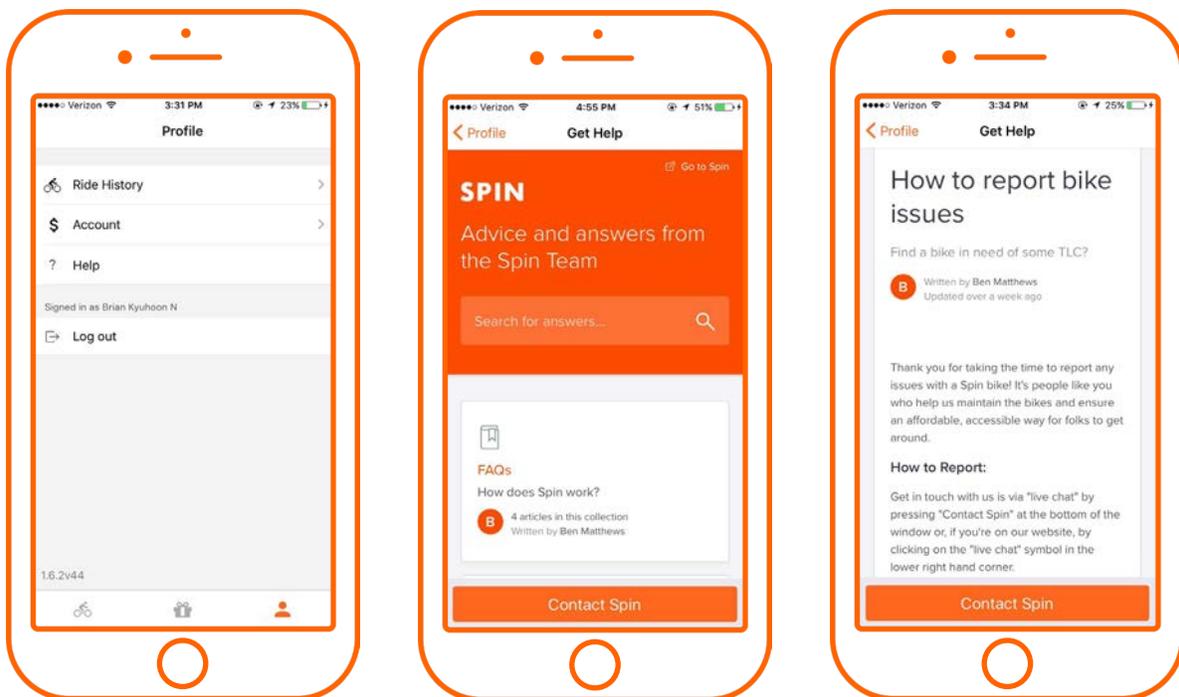


rate parking

06

Customer Procedures for Safety & Maintenance Issues

Spin's app provides customers with easy mechanisms to report safety or maintenance issues that they may encounter with a bicycle. Within Spin's app, the "Help" button allows users to contact Spin via live chat, email, or phone. The "Help" button also opens instructions, information, and answers to frequently asked questions. See below for screenshots of our Help Center.



For live chat, users simply need to press "Contact Spin" at the bottom of the screen. Users can also email Spin at support@spin.pm or call 1-888-262-5189.

For members of the public who are not users but wish to contact Spin, all Spin bicycles prominently display Spin's URL, where anyone can easily report issues via live chat and access our Help Center (<https://help.spin.pm>).

For any safety-related issues that are reported, Spin's customer support team immediately disables the bicycle to prevent users from unlocking it until the bicycle has been inspected and repaired by Spin's ground operations team.

07

Ground Operations

FLEET SIZE

Spin will deploy an initial fleet of 500 bicycles over the course of the first two weeks of the Pilot Stationless Bike Share Program. The bicycles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide bicycle distribution based on user demand and usage trends.

PLACEMENT PLAN

Spin plans to initially deploy 500 bicycles at key transit stations, commercial zones, and denser residential areas, where Spin bicycles may help address “last mile” transportation issues. Spin will also work with the City to determine where to initially deploy the 500 bicycles. Spin’s nimble and flexible operations can adjust bicycle deployment and distribution based on user demand and usage data.

Furthermore, Spin will work with transit agencies to determine areas at transit stations where Spin bicycle can be placed, as well as work with companies in the City to locate Spin distribution points, in addition to locating Spin bicycles on public right of ways.

Spin’s ground operations team will place Spin bicycles in a neat fashion on sidewalks at least ___ feet wide and at or near bike racks and bike corrals. Spin will ensure that bicycles are not obstructing pedestrian or motor vehicle traffic.

USER EDUCATION

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin’s app. Any Spin user must utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may be unseen or become damaged or lost).

New Spin users will receive informational pop-ups when they use Spin's app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include a) reminders about applicable bicycle laws, and b) instructions on how to park responsibly.

CUSTOMER SUPPORT

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report bikes that are damaged or obstructing the public right of way, or otherwise.

Spin's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@spin.pm), and phone.

Spin bicycles display our URL, where the public will be able to easily report relocation requests via live chat, email, or phone. For additional details, please see <https://help.spin.pm>.

GROUND OPERATIONS

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin bikes. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

Roving

- Inspect and tune-up bikes.
- Visually survey the streets and reposition obstructing bicycles.

Rebalancing

- Licensed drivers operating a truck or van.
- Retrieve bikes that have been marked for repair.
- Visually survey the streets and remove obstructing bicycles.

Placement of Bikes

- Bikes will be neatly placed by Spin staff on wide sidewalks and at or near public bike racks and bike corrals.
- Bikes will be neatly placed such that they do not obstruct the public's right of way.

Relocation Requests

- Spin users and the general public can report bikes 24/7 via the website or the app.
- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm, with submission of supporting evidence, to deal with bikes reported as obstructing public right of way.
- Requests received after normal business hours will be handled as soon as practicable the following day.

MAINTENANCE AND SAFETY

- Every bike is inspected for safety, with a recorded inspection history.
- Bikes reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following:
 - o Handlebars
 - o Front and rear brakes
 - o Brake levers
 - o Grips
 - o Pedals and cranks
 - o Chains (including oil level)
 - o Chain guard
 - o Light
 - o Reflectors
 - o Dynamo hub
 - o Tires
 - o Bell
 - o Gear hub
 - o Gear shifts
 - o Lock
 - o Solar panels
 - o Basket
 - o Seat and seat post
 - o Wheel - including spokes, hub, axle
 - o Fender
- Tune ups are performed on the spot by the ground operations team during safety inspections. They are equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All bikes are inspected against the above checklist, at a minimum, for:
 - o Cleanliness
 - o Damage
 - o Secureness
 - o Safe and reliable operation

REPORTING

Spin will provide quarterly reports to the City with aggregate usage data including:

- Number of users in the system
- Number of trips generated for the month
- Heat maps of usage trip showing top pick-up spots and drop-off spots.
- Average trip length and trip time

08

Spin Access Card

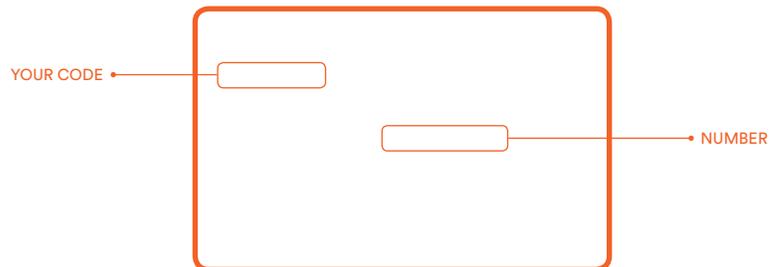
Spin Access provides individuals without smartphones or credit cards access to Spin bikes in a simple, user-friendly way. Riders can purchase Spin Access cards – with cash – at partner locations (including local non-profits and city government offices) and text the code on the card to a dedicated number in order to sign up. Once the Spin Access card is registered, users can text the bike number to the very same dedicated number to unlock a Spin bike.

Once purchased, users can find the Spin Access code by scratching off the box on the back of the card. To begin riding, users will simply need to follow the process outlined on the card.

Spin Access

**No smartphone?
No credit card?
No problem.**

**Spin Access provides
easy, cash-based access
to Spin bikes.**



1

Purchase a Spin Access card at partner locations with cash.

2

Scratch to reveal the code on the back, and text the code on the card to the dedicated phone number to register.

3

Find a Spin bike, and text the bike number to the same number to unlock.

09

Sponsorships

How can advertisements be incorporated onto the bikes?

Spin offers several options on profit sharing and subsidized rides. Upon receipt of a winning bid, Spin is willing to co-brand the bike at no cost to the University or City.

Bikes may be branded with university logos and names or with a local sponsor. If desired, Spin can assist universities in subsidizing rides for students and staff through various subsidization models.

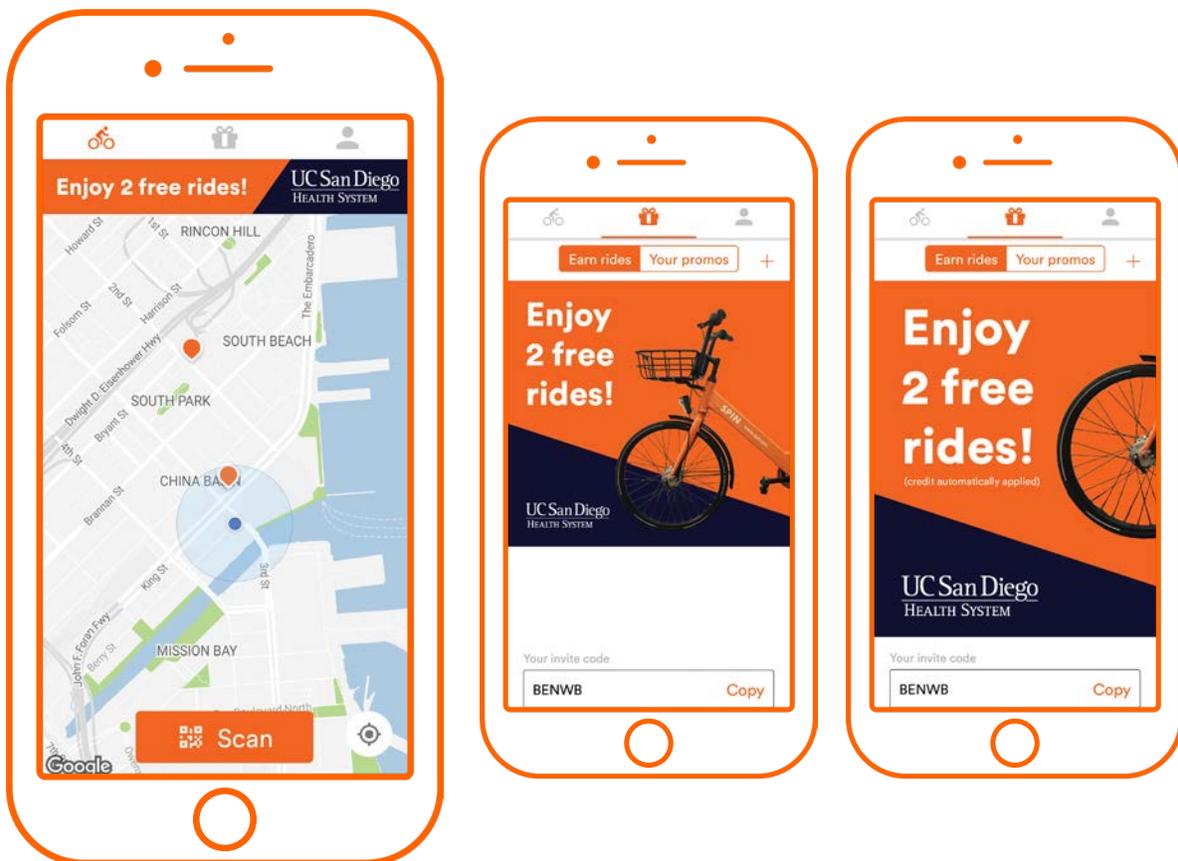


We can work with designers and campus officials to create the ideal balance of co-branding.

How can advertisements be incorporated into the Spin app?

Rides may also be subsidized through corporate sponsorships through co-branding on the bike and/or in-app. Spin will help identify appropriate sponsors, work with stakeholders to decide on the best sponsor, and work with the sponsor and local partners to finalize the terms of the sponsorship.

Subsidization by the university or corporate sponsorship can include discounting the rides by a percentage, paying for the first half hour of every ride, paying a certain number of rides per user, among other options that can be discussed with local partners.



10

Case Studies

CITY



Seattle (7/17-7/24)

Total Rides	5,000
Avg. # of Trips per User	2.7
Avg. Trip Time (in min.)	16.7

DC (10/01-10/31)

Total Rides	25,403
Avg. Active Bikes	151
Avg. RBD	4.3
Unqie Registered Users	3,773



CAMPUS

Furman University

“I’m always in a rush going to class. I have a car on campus but I live in North Village and it still puts me in a rush because the parking is far across the street. With Spin, I can pull a bike right up to my classroom building.”

— Shannon, Furman Senior

“I don’t have a car on campus so literally any time I’m on campus and I’m going to SoHo or the PAC and it’s far away, I’m gonna use the bike. Already used it twice this week.”

— William, Furman Sophomore



Bike Metrics (10/10-10/31)

# of Unique Riders	656
Total # of Rides	4545
Ave. # Rides per Bike per Day	3.5
# of Bikes Rebalanced/Repaired	420



Spin have an estimate of 90 bikes on campus.

Press

Furman taking dockless bike-share program for a Spin

<https://greenvillejournal.com/2017/11/01/furman-taking-dockless-bike-share-program-spin/>

Bikeshare Company Spin Rolls Out New Mode of Transportation

<https://furmannewspaper.com/2017/10/19/bikeshare-company-spin-rolls-out-new-mode-of-transportation/>

Furman Takes Bike Sharing For a “Spin”

<http://www.greenvillebusinessmag.com/2017/11/06/159583/furman-takes-bike-sharing-for-a-spin->

11

Sample Agreements

- City Agreement
- Campus Agreement
- Certificate of Liability Insurance

Sample City Agreement

This Bike Sharing Services Agreement (“Agreement”) is made this ____ day of ____ 2017, by and between the City of _____, a municipal corporation (“City”) and Skinny Labs Inc. dba Spin (“Spin”). City and Spin are each individually referred to as a “Party,” and collectively, the “Parties.”

Recitals

1. A goal of City is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
2. Bike share services are a component to help the City achieve its transportation goals, and the City desires to make bike share services available to residents and those who work in the City.
3. Spin proposes to operate a stationless bike share program within the City.
4. Spin will abide by all City ordinances and rules governing the use of public right of way to efficiently and effectively provide bike share services.
5. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless bicycles such that its bicycles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance (“Bike Fleet”).

In consideration of the mutual covenants and representations set forth in this Agreement, City and Spin hereby agree to launch an exclusive pilot stationless bike share program as follows:

Agreement

1. Pilot Term. Pursuant to the terms of this Agreement, the City hereby gives Spin the exclusive, revocable, and non-transferrable license to utilize the City Right of Way in order to provide bike share services within the City. For purposes of this Agreement, the term Right of Way (“ROW”) refers to sidewalks, roads, and other pathways owned and maintained by the City. City hereby grants Spin the exclusive right to operate a pilot stationless bike share program for a term up to twelve (12) months, which may be extended in writing, by mutual agreement.
2. License to Use City Right of Way. City authorizes Spin an exclusive license to use the public Right of Way solely for the purposes maintaining and offering its Bike Fleet for a stationless bike share program within the City. Authority to utilize the City Right of Way for this Bike Fleet is dependent on compliance with all terms of this Agreement. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in City property.
3. Permitted Use. Spin customers may use the public right of way solely for parking of bicycles owned and maintained by Spin for use in the bike share program. Spin shall not place or attach any personal property, fixtures, or structures to City Right of Way without the prior written consent of City or private property owners.

- a. Use of the Right of Way, and Spin's operations within the City, shall, at a minimum: a) not adversely affect City Right of Way or the City's streets or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within the public way or along other property or rights-of-way owned or controlled by the City; and d) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the Right of Way.
4. Bike Parking. Spin bikes may be parked in a legal manner in Right of Ways including public sidewalks by individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the Bike Fleet to ensure orderly parking and the free and unobstructed use of the Right of Way. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.
5. Condition of City Right of Way.
 - a. City makes the public right of way available to Spin in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to Spin's bikes or other property. Spin agrees that City is not responsible for providing security at any location where Spin's bikes are stored or located, and Spin hereby waives any claim against City in the event Spin's bikes or other property are lost or damaged.
 - c. The City will notify Spin at support@spin.pm or through the customer service portal in the app as listed in "Exhibit A" for any bike that is found adversely affecting the City Right of Way. Spin shall be responsible to correct improperly parked bikes within the timeframes listed in "Exhibit A."
6. Maintenance and Care of portion of City Right of Way. Spin expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of the Spin's use of City Right of Way. Should the Spin fail to repair, replace, or otherwise restore such real or personal property, Spin expressly agrees to pay City's costs in making such repairs, replacements, or restorations.
7. Operations and Maintenance. Spin shall be responsible to maintain the Bike Fleet as set forth in "Exhibit A." Spin shall be solely responsible for all maintenance and service costs in order to maintain the Bike Fleet and associated maintenance to minimum level of service and reporting outlined in "Exhibit A."
8. Indemnification. Spin shall defend, pay, indemnify, and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation

court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of or from or on account of:

- a. Any occurrence upon, at, or from City Right of Way or occasioned wholly or in part by the entry, use, or presence upon City Right of Way by Spin or by anyone making use of City Right of Way at the invitation or sufferance of Spin, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of Spin's bikes by any individual, regardless of whether such use was with or without the permission of Spin, including claims by users of the bikes or third parties.
9. Insurance. Prior to beginning and continuing throughout the term of this Agreement, Spin, at sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts:
- a. Workers' Compensation that satisfies the minimum statutory limits.
 - b. Commercial General Liability and Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
 - c. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Spin's insurance. If Spin's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

10. Compliance with Law. Spin, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Right of Way and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Spin's lawful use or occupancy of City Right of Way or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Spin, at no additional cost to City, such that Spin can properly comply with this Section and be allowed to use City Right of Way as specified in Section 3, above.

11. Required Reports. Spin shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly.
12. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
13. Term. This Agreement shall commence on [_____], (the "Commencement Date") and shall expire 12 months after the Commencement Date, unless earlier terminated pursuant to Section 13, below.
14. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 12, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from City to the Spin terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the Spin of such termination.
 - b. An attempt to transfer or assign this agreement.
 Spin shall not terminate this agreement without first by giving at least 180 days' written notice of plans for termination. Upon the effective date of termination of this Agreement, Spin shall remove all bicycles from the City and restore all City Right of Way to the condition of the City Right of Way at the Commencement Date of this Agreement.
15. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
16. Applicable Law and Venue. The laws of California shall govern the interpretation and enforcement of this Agreement.
17. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed the day and year first above written, by the parties as follows:

City of _____

Spin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Sample Campus Agreement

[UNIVERSITY REPRESENTATIVE]

[UNIVERSITY NAME]

[Date]

[SPIN REPRESENTATIVE]

Skinny Labs Inc. (dba “Spin”)

188 King Street #203

San Francisco, California 94107

The purpose of this letter is to memorialize the terms of a temporary pilot program (“Program”), as discussed in the meeting between the [UNIVERSITY] and Skinny Labs Inc. dba Spin on [DATE].

For purposes of clarity:

“University” means [UNIVERSITY].

“Spin” means Skinny Labs Inc., the company providing a stationless bike share service on University property.

“Stationless Bike Share Service” means the on-demand availability of bicycles for public use, trackable using GPS or an equivalent method of physically tracking the location of bicycles.

“GPS” means global positioning system, and “trackable using GPS” refers to the ability to know the location of a bicycle at any time for the purposes of recovery, repair, travel data collection, and bicycle access by the public.

University calls attention to the minimum safety guidelines for bicycles under the Consumer Protection Act and encourages Spin to conform to 16 CFR Part 1512 as well as ISO 4210.

Term

This Program will begin when the [UNIVERSITY] representative signs this document. This Program may be canceled at any time, by either party, if the requirements of the Program are not upheld or if the University determines the Program is no longer in the University’s interest. At the time of termination, all bicycles deployed on the University campus and in the public right of way in surrounding areas and shall be recalled.

University's Obligations

The University agrees to allow Spin to operate a stationless bike share service, on University property and its right of way subject to the conditions and restrictions set forth herein. University does not waive any of its authority to enforce its regulations or the terms of this Program. Nothing in this letter shall indemnify Spin or associated independent contractor(s). The University shall have the authority to enforce the requirements of this Program. Failure to adhere to the requirements of this Program by Spin or an independent contractor hired by Spin may result in sanctions imposed by the University. Spin will be responsible for impoundment fees if bicycles are impounded as a result of violating terms of the Program.

Spin Obligations

Spin shall maintain all bicycles in safe working order, including a fully visible and working white light in front and a fully visible and working red light or red reflector in back.

Spin must maintain general liability insurance coverage as required by the University continuously during the term of this Program through insurance carriers that are authorized or eligible to do business in the State of [STATE].

Spin's user agreement shall specify that users must:

- a. Not park a bicycle as to obstruct the sidewalk.
- b. Only use a bicycle that is in good working order, including but not limited to a secure saddle, seat post, handlebars, functional braking system, wheels and a working and fully visible white light in front and a working and fully visible rear red light or reflector in back.

Spin will maintain accurate records of all bicycle use, including location where rides begin and end, and where people ride, without releasing personally identifiable information.

Spin will operate at no cost to the University.

Spin agrees to give all University students and staff with a valid University email address a 50% discount on ride fees for the duration of the Program.

Spin will provide contact information where a person designated with authority to make decisions and respond immediately to concerns can be reached at all times.

Exclusivity

The University grants Spin the exclusive right to operate a stationless bikeshare program on the University campus for the duration of the Program.

No Recourse

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this letter or after such date, for any claim based upon this letter.

No Joint Venture, Partnership, Agency

Nothing in this letter will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

No Private Rights

Nothing in this letter will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this letter shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

Miscellaneous Provisions

This letter constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Program, or after the term of this Program, shall have any legal force or effect unless properly executed in writing by the parties.

This Program is made, and shall be construed and interpreted under the laws of the State of [STATE] and venue for any lawsuit concerning this Program shall lie in the State of [STATE]. Regardless of the actual drafter of this letter, this letter shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party. All official communications and notices required to be made under this Program shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.

The Parties bind themselves and their successors in interest, assigns and legal representatives to this Program.

Indemnity

SPIN SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS [UNIVERSITY NAME], ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY SPIN, ITS OFFICERS, AGENTS, EMPLOYEES, SPIN'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS,(SPIN PARTIES),(B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE SPIN PARTIES IN THIS AGREEMENT OR IN SPIN'S PROPOSAL,(C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE SPIN PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE

INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF UNIVERSITY PROPERTY, AND WORKERS' COMPENSATION CLAIMS. SPIN'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

University shall give Spin written notice of a Claim asserted against an Indemnified Party. Spin shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Spin of any obligations in this agreement. In no event may Spin admit liability on the part of an Indemnified Party without the written consent of the University's Attorney.

Maintenance of the insurance required under this Agreement shall not limit Spin's obligations under this Article. Spin shall require all subcontractors to indemnify University as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

SKINNY LABS INC:

[SPIN REP]
[SPIN REP TITLE]
Skinny Labs Inc DBA Spin

THE UNIVERSITY:

[UNIVERSITY REP]
[UNIVERSITY REP TITLE]
[UNIVERSITY NAME]

