
LICENCE AGREEMENT

Dated the ____ day of _____, 2026 .

BETWEEN:

THE CITY OF RED DEER
(the “City”)

- and -

(the “Licence Holder”)

Background

- A. The City of Red Deer, after a two-year pilot program, approved the continuation of the E-Scooter program (the “Program”), which authorizes the operation of “E-Scooters” in locations permitted by applicable City bylaws and designated by the City.
- B. The Licence Holder wishes to operate an E-Scooter business and has completed a business licence application for the purpose of renting E-Scooters in Red Deer.
- C. Provided the Licence Holder complies with the applicable legislation, regulations, bylaws and the terms of this Agreement, the City will grant the Licence Holder a non-exclusive, revocable contractual licence to access designated City-owned property and portions of the public right-of-way and parks within the Service Area for the purpose of operating an E-Scooter rental business.

NOW THEREFORE, in consideration of the covenants, conditions and stipulations herein contained,
THE PARTIES HERETO AGREE AS FOLLOWS:

Definitions

- I. In this Agreement, including the Background, the following words shall have the following meanings:

- (a) **“Agreement”** means this Licence agreement together with the following attached schedules:
 - (i) Schedule “A” – Service Area - E-Scooter Service Area Maps
 - (ii) Schedule “B” – E-Scooter Program Rules
Appendix I: Parking Reference Material
 - (iii) Schedule “C” – Insurance Requirements
 - (iv) Schedule “D” – Fees and Deposits
- (b) **“Customer”** means an individual who rents, unlocks, operates or uses an E-Scooter supplied by the Licence Holder;
- (c) **“E-Scooter”** means a motor vehicle that has a permit to operate granted by the Province of Alberta, has steering handlebars, consists of a footboard mounted on two or three wheels and, while capable of being propelled by muscular power, may be propelled by one or more electric motors;

- (d) **“Furniture Zone”** means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, parking meters, and acts as a buffer between the roadway and the pedestrian sidewalk (See Schedule “B” Appendix I);
- (e) **“Geo-fencing”** or **“Geo-fence”** means a virtual geographic boundary, defined by the Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables the Licence Holder to cause certain actions when an E-Scooter in its fleet enters or leaves an area, including regulating speed or issuing notifications;
- (f) **“In-App”** means the Licence Holder’s software application that a Customer downloads or accesses on a mobile device to connect to the Licence Holder’s E-Scooter system;
- (g) **“Indemnified Parties”** means the City and the City’s elected officials, officers, agents, employees, and volunteers;
- (h) **“Licence”** means the non-exclusive, revocable contractual licence granted under this Agreement to allow the Licence Holder to conduct Shared E-Scooter operations on designated City-owned property and those portions of the public right-of-way and parks within the Service Area that the City may authorize from time to time;
- (i) **“Licence Holder”** means the corporation named as the Licence Holder in this Agreement;
- (j) **“Operating Season”** means E-Scooter operations conducted from March 16 to October 31 of a calendar year;
- (k) **“Rebalancing”** means the redistribution of E-Scooters to respond to Customer needs within the Service Area and to address locations that have too many or too few parked;
- (l) **“Service Area”** means the geographic area that the City designates where the Licence Holder may deploy E-Scooters and allow a Customer to start or end a Trip;
- (m) **“Shared E-Scooter”** means a system of E-Scooters, placed in the public right-of-way in a defined Service Area, that are made available for Customers to rent in short time increments;
- (n) **“The City”** or **“City”** means the municipal corporation of the City of Red Deer or the area contained within the City boundaries as the context requires;
- (o) **“Trip”** means the action of a Customer renting an E-Scooter by unlocking (“Trip start”), travelling during that period (“Trip time”) and ending the rental in its final parking location (“Trip end”); and
- (p) **“Winter Season”** means November 1 through to March 15, of each year.

Licence

2. Subject to the City Manager’s authority to modify the areas where E-Scooters are permitted pursuant to the *Business Licence Bylaw 3609/2018*, the City grants to the Licence Holder a non-exclusive, revocable contractual Licence to use and occupy the Service Area, or such portions of it as the City may authorize from time to time, for the purpose of operating and parking no more than the number of E-Scooters approved in writing by the City, as shown in Schedule “A”. The Licence Holder shall not increase its

approved fleet size without the City's prior written approval and payment of any additional fees and security deposit required under Schedule "D" or applicable law.

3. The rights of the Licence Holder are only personal in nature and the Licence Holder does not have any legal or equitable estate in the Service Area under this Agreement. The Licence Holder accepts the Service Area on an "as is, where is" basis. The City makes no representation or warranty as to the condition, suitability, availability or security of the Service Area and may close, restrict or alter any part of it without liability or compensation to the Licence Holder.

Term

4. The term of this Agreement shall commence on the date specified in a written authorization to commence operations issued by the City (the "**Commencement Date**") and continue for a term of two (2) years unless earlier terminated in accordance with this Agreement. The Licence Holder shall not deploy or make any E-Scooter available for rent before the Commencement Date. The City is not required to issue the written authorization unless and until the City has approved the fleet size, Service Area, launch plan and operational contacts and the City is satisfied that the Licence Holder:
 - (a) has obtained and maintains all provincial permits, exemptions and approvals required for the Program;
 - (b) holds a valid City business licence;
 - (c) has paid all fees and the security deposit required under Schedule "D"; and
 - (d) has provided the insurance and evidence required under Schedule "C".

Fees

5. The Licence Holder shall pay to the City the fees and deposits outlined in Schedule "D", corresponding to the number of E-Scooters the Licence Holder is authorized to deploy in Red Deer. No E-Scooter may be deployed until all amounts then due have been paid. The Licence Holder shall promptly pay all other amounts owing under this Agreement, including any amount required to replenish the security deposit.

Licence Holder Obligations

6. The Licence Holder shall:
 - (a) observe and perform all those terms and provisions of this Agreement which are binding upon it and not to do, or permit to be done, anything contrary to any provision of this Agreement;
 - (b) comply with the E-Scooter Program rules outlined in Schedule "B" and any changes to those rules the City may make during the term of this Agreement;
 - (c) obtain any permit, approval or authorization required by legislation or bylaw for the Program;
 - (d) maintain and keep the E-Scooters in good and safe repair; and

- (e) be solely responsible for maintaining insurance as outlined in Schedule “C” and for the acts and omissions of its directors, officers, employees, agents, contractors and subcontractors in connection with the Program as if they were acts and omissions of the Licence Holder.

Restrictions on the Licence Holder’s Rights

7. The Licence Holder shall not use the Service Area for any purpose other than E-Scooter business operations authorized by this Agreement. For greater certainty, this Agreement does not authorize the deployment, rental, operation or parking of E-Bikes or any vehicle other than E-Scooters.
8. Participation in the Program shall be at the sole risk of the Licence Holder. No Indemnified Party shall be liable for any loss or damage thereto howsoever occurring. The Licence Holder hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, “**Claims**”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Licence Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Licence Holder’s obligations under, or otherwise in connection with, this Agreement. The Licence Holder further agrees to indemnify, defend and hold harmless the Indemnified Parties from any Claims to which any Indemnified Party may be put or suffer by reason of the Licence Holder’s breach of the terms and conditions of the Program or any act, regulation, bylaw or rule. The Licence Holder further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Licence Holder, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of this Agreement.
9. The Licence Holder must require all Customers, before using any E-Scooter in the Program and as a term and condition of use, to assume all risks of use and release the Indemnified Parties from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever suffered by a Customer arising from or related to the use of E-Scooters within the City. Before the Commencement Date, the Licence Holder shall provide the City with the form of release, waiver and assumption of risk, shall provide proof of each Customer’s acceptance upon request, and shall not materially amend the provisions benefiting the Indemnified Parties without the City’s prior written consent. Any review or approval by the City does not relieve the Licence Holder of responsibility for the validity and enforceability of its Customer terms.
10. At the City’s sole discretion, the E-Scooter Program rules outlined in Schedule “B” may be modified from time to time by notice under this Agreement, including, without limiting the foregoing, the parking obligations, fleet size, Service Area, data sharing and reporting requirements and maximum speed limits. A modification takes effect on the date stated in the notice and does not require an amendment under Section 20.

Cost Recovery

11. If the City is obliged to remove, re-park, store or dispose of an E-Scooter due to non-compliance with Schedule “B” or this Agreement, termination of this Agreement, or a safety concern, the City may charge the Licence Holder all reasonable costs incurred, based on the City’s hourly crew rate plus 15% for overhead and any third-party costs, and may deduct those amounts from the security deposit.

The Licence Holder shall pay any amount not covered by the security deposit and replenish the security deposit to the amount required under Schedule “D” within ten (10) days after written demand. The City’s rights under this section are in addition to, and not in substitution for, any other right or remedy.

Termination

12. This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party without cause unless the parties agree to a lesser or longer termination period. This Agreement terminates automatically if the Licence Holder’s business licence expires without renewal or is cancelled or revoked. The Licence is suspended, and the Licence Holder shall immediately cease deploying E-Scooters and making them available for rent, during any period in which a required provincial permit, exemption or approval, or any insurance required by Schedule “C”, is expired, suspended, cancelled, revoked, withdrawn or otherwise not in full force and effect. The City may suspend or terminate this Agreement immediately by written notice if the Licence Holder fails to pay or replenish any amount when due, if the City reasonably determines that the Program, the Licence Holder’s conduct or an E-Scooter presents an immediate risk to public safety, City property or the public interest, or if the Licence Holder becomes insolvent, makes an assignment for the benefit of creditors, enters receivership or bankruptcy, or ceases carrying on business. For any other material breach, the City may terminate this Agreement if the breach is not cured within ten (10) days after written notice or within any shorter period reasonably specified in the notice where necessary to protect public safety or City operations.
13. Within the time specified in any notice of termination or, if no time is specified, within fourteen (14) days after termination, the Licence Holder shall remove all E-Scooters and other property from the Service Area and City property and repair any resulting damage, at the Licence Holder’s sole expense. If the Licence Holder fails to do so, the City may, without further notice and without liability, remove, store, sell, recycle or otherwise dispose of that property in a commercially reasonable manner. All resulting costs are payable by the Licence Holder and may be deducted from the security deposit, and any net sale proceeds remaining after payment of those costs shall be paid to the Licence Holder.

Notices

14. Any notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be either personally delivered, sent by regular mail, facsimile or sent by electronic mail to the other party as follows:

- (a) The City at:

The City of Red Deer

Box 5008, Red Deer, AB T4N 3T4 Telephone: 403-342-8182

Email: Licensing@reddeer.ca

Attention: Licensing Administration

- (b) The Licence Holder at:

Email:

Attention:

With a copy by email to:

15. If notices are sent by mail, they are presumed to be received on the seventh day after posting. If notices are delivered or sent by facsimile or electronic mail, they are presumed to be received on the next business day after they were delivered or sent by facsimile or electronic mail. Either party may change its address for service by notice to the other party.

Additional Terms and Conditions

16. Time shall be of the essence of this Agreement.
17. This Agreement shall enure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
18. Nothing in this Agreement should be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture. This Agreement does not signify the City's endorsement of the Licence Holder, and the Licence Holder shall not use the City's name, logo, marks or statements of support in advertising or communications without the City's prior written consent, except as required by law.
19. The Licence Holder shall not assign or transfer this Agreement or any right or obligation under it, in whole or in part, without the City's prior written consent, which may be withheld in the City's sole discretion. A change of control, amalgamation, reorganization, transfer by operation of law, or sale of all or substantially all assets used in the Program is deemed to be an assignment. The City's consent to an assignment does not release the Licence Holder from any obligation unless the City expressly agrees in writing.
20. Except for a change the City is expressly authorized to make unilaterally under Section 10 or Schedule "B", this Agreement may be amended only by a written instrument signed by both parties. No waiver is effective unless in writing and signed by the party granting it, and a waiver of one breach is not a waiver of any other or continuing breach.
21. This Agreement is governed by the laws of Alberta and the federal laws of Canada applicable in Alberta. Each party irrevocably attorns to the exclusive jurisdiction of the courts of Alberta sitting in Red Deer.
22. Notwithstanding the termination or expiry of this Agreement, the Licence Holder acknowledges that records created, collected, received or maintained by the Licence Holder on behalf of the City, or otherwise within the City's custody or control, are subject to the *Access to Information Act* and the *Protection of Privacy Act*. The Licence Holder shall retain those records until the City authorizes their disposition and, at the Licence Holder's expense, provide them to the City in the format requested within five (5) calendar days after notice. The Licence Holder shall cooperate with any access request, privacy investigation or audit and shall not destroy, alter, conceal or withhold those records. The Licence Holder acknowledges that the City may disclose this Agreement and related records as required by law and makes no representation that information submitted by the Licence Holder will remain confidential. The Licence Holder shall identify any information it considers confidential when submitted, but the City will determine its disclosure obligations under applicable law.
23. Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.

24. The City and the Licence Holder acknowledge that the headings in this Agreement have been inserted for convenience of reference only.
25. This Agreement constitutes the complete and exclusive agreement between the Licence Holder and the City concerning its subject matter and supersedes and replaces any prior agreement between the parties concerning that subject matter. For greater certainty, this Agreement is a new agreement between the parties and does not assign, assume or novate any agreement between the City and any third party, or release any third party from any obligation or liability accrued under an agreement with the City. No proposal, transition summary, purchase order, click-wrap terms or other document issued by the Licence Holder modifies this Agreement unless incorporated by a written amendment under Section 20. If there is a conflict between the body of this Agreement and a Schedule, the body of this Agreement prevails. Sections 5, 8, 9, 11, 13, 22 and this Section 25, Schedule "C", Schedule "D", and any other provision that by its nature is intended to survive, survive termination or expiry.

Execution

26. This Agreement may be executed and scanned or otherwise signed electronically and delivered by electronic transmission and when so executed will be deemed an original and binding Agreement on the parties. This agreement may be executed in one or more counterparts, each of which taken together, shall constitute only one legal instrument.

The parties to this Agreement have signed by the hands of their proper authorized officers and/or representatives.

THE CITY OF RED DEER

TITLE

SIGNATURE

NAME

DATE

I HAVE THE AUTHORITY TO BIND THE CITY OF RED DEER

LICENCE HOLDER

TITLE

SIGNATURE

NAME

DATE

I HAVE THE AUTHORITY TO BIND LICENCE HOLDER

Schedule “A”
Service Area - E-Scooter Service Area Maps

See separate document

<https://www.reddeer.ca/media/reddeerca/city-government/plans-and-projects/E-Scooter-and-E-Bike-Service-Area-Maps.pdf>

Schedule “B” E-Scooter Program Rules

A. General Requirements

1. It is a condition of the Licence that the Licence Holder obtain and maintain every provincial permit, exemption or other approval necessary to operate E-Scooters in Red Deer. The Licence Holder shall immediately notify the City in writing if any such permit, exemption or approval expires, is not renewed, is suspended, cancelled, revoked, withdrawn or materially amended. Any letter or email of support issued by the City for a provincial application is administrative only and does not authorize the Licence Holder to commence operations, represent that provincial approval will be granted, or waive any requirement of this Agreement.
2. The Licence Holder must ensure compliance with all Federal, Provincial and City legislation unless otherwise exempted and must ensure they inform Customers of all applicable Federal, Provincial and City legislation relevant to operating an E-Scooter. Nothing in this Schedule, including the Licence requirements and Licence conditions, relieves a Licence Holder from conducting their own due diligence and reviewing all applicable legislation. The City encourages the Licence Holder to seek legal advice before commencing Shared E-Scooter operations.
3. The Licence Holder must acknowledge and clearly communicate to their Customers that E-Scooters may be operated only within the Service Area and in locations permitted by the *Traffic Bylaw 3707/2025*, as amended or replaced, including sections 61 to 65 and 134(ff), and the *Parks and Public Facilities Bylaw 3255/2000*, as amended or replaced, including section 5(e). E-Scooters must not be operated in any prohibited location or contrary to a traffic control device.
4. The Licence Holder must acknowledge and clearly communicate to their Customers that E-Scooters are subject to the *Criminal Code* of Canada (offences relating to conveyances) as per 2018, c.21 (Bill C-46). Customers operating E-Scooters while the Customers ability to operate it is impaired to any degree by alcohol or a drug or a combination of alcohol and a drug, may commit a criminal offence.
5. The Licence Holder’s E-Scooter maximum assisted speed on flat level ground must be governed to twenty (20) kilometres per hour (km/h) or less.
6. The Licence Holder must make E-scooter rentals available to Customers that are sixteen (16) years old or older and must not rent E-Scooters to any Customers who are under the age of sixteen (16) years old. The Licence Holder must also clearly communicate that Customers must not carry a passenger on an E-Scooter.
7. The Licence Holder must not display third party advertising, sponsorships, or sponsored content on E-Scooters without written approval from the City and without obtaining any permit or approval otherwise required by applicable legislation or bylaw. For greater certainty, no advertising is permitted in City parks except as may be expressly authorized by applicable law and the City in writing.
8. The Licence Holder must agree to indemnify the City and its employees for any loss or action arising out of the operation of E-Scooters.
9. The Licence Holder must prove and continuously maintain commercial liability insurance throughout

the entire term of this Agreement that meets the requirements set out in Schedule “C”.

10. The Licence Holder must provide two (2) free membership accounts to the City to assist in the review of the compliance of all requirements set out in these E-Scooter Program rules.
11. The Licence Holder must review and comply with the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5, which governs private-sector organizations, throughout the entire time they are operating in Red Deer.
12. The Licence Holder must require all Customers, as a term and condition of using any E-Scooter supplied, to agree that they understand and will follow all Federal and Provincial legislation and City bylaws unless otherwise exempted, and agree and acknowledge that a failure to abide by any of these legal requirements can lead to rental service being discontinued and future service being refused by the Licence Holder.
13. The Licence Holder must require all Customers, as a term and condition of using any E-Scooter supplied in the Program, to consent to and complete a release of liability, waiver of claims and assumption of risk against the City as required by Section 9 of this Agreement.
14. The Licence Holder must hold the City harmless for any damage that may occur to its E-Scooters from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.
15. Any changes to the Program will be communicated in accordance with the notice provisions in this Agreement or to an email address specified by the Licence Holder for that purpose, as updated from time to time.

B. Compliance and Rights of Removal

1. The Licence Holder must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than three (3) hours from when they become aware of an issue. A satisfactory response includes remedying the concern in a reasonable manner and timeframe.
2. The City will monitor citizen feedback, review ongoing Licence Holder data requirements, and perform field audits as necessary to ensure the Licence Holder remains in compliance with all Licence conditions and bylaw requirements. The Licence Holder shall cooperate with any inspection or audit and promptly provide the City with reasonable access to relevant records, systems, E-Scooters, facilities and personnel.
3. The City may remove or re-park any E-Scooter parked in violation of the Licence or other City bylaws at any time, where the location is deemed to be a safety concern for other citizens or traffic. The City may charge the costs for any fees, resources, and staff time related to the removal of the E-Scooter, based on the City’s hourly crew rate plus 15% for overhead, against the Licence Holder.
4. If the Licence Holder fails to comply with any conditions of the Licence, in addition to revocation of the Licence, the City may modify the Licence conditions including reducing fleet sizes, adding additional Licence conditions or revoking the Licence. If the Licence is revoked for failure to comply with the conditions of the Licence or for any other reason, the Licence Holder must remove its entire fleet from all City streets, parks and pathways within 14 days of notice, unless otherwise directed by the City.

5. Importantly, in the case of an emergency or immediate threat to public safety, the City may take any action it deems necessary to remove the emergency or threat.

C. E-Scooter Specifications

1. The Licence Holder must ensure all E-Scooters that are made available meet the following conditions:
 - (a) any permit, exemption or other approval requirements set forth by the Alberta Government for vehicle equipment; and
 - (b) must display easily visible contact information including a toll-free phone number on each E-Scooter so that Customers or other members of the public can report issues or make relocation requests.
2. All E-Scooters used in the Program must have the following features:
 - (a) kickstand;
 - (b) bell or sound-making device;
 - (c) lights on the front and back that turn on automatically and stay on while in operation;
 - (d) governor that limits the speed of the E-Scooter to 20 km/h and can further reduce speeds to 5 km/hr in zones specified by the City Manager;
 - (e) each E-Scooter must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and visible to the Customer on the E-Scooter;
 - (f) active location tracking component capable of providing real-time location data of the E-Scooter, even when it's not in use;
 - (g) internal electric lock that can operate wirelessly by mobile phone application to lock the E-Scooter wheels when not in use;
 - (h) licence number issued by the City to the Licence Holder; and
 - (i) E-Scooters must have a battery level indicator at least shown in the Licence Holder's In-App software, if not on the E-Scooter itself.

D. Riding and Parking Requirements

1. The Licence Holder is responsible for informing and educating Customers on how to ride and park an E-Scooter properly within their Service Area and educating them on all requirements outlined in this Agreement.
2. The Licence Holder must clearly communicate to their Customers that E-Scooters may be operated only within the Service Area and in locations permitted by *Traffic Bylaw 3707/2025*, as amended or replaced, including designated bicycle lanes, sidewalks, trails, bicycle paths, boulevards, crosswalks, pedestrian overpasses and alleys, unless prohibited by a traffic control device. In any other location, the Customer must dismount and walk the E-Scooter.
3. The Licence does not authorize the parking or riding of E-Scooters on property other than City-owned property or in any location where a separate permit, approval or authorization is required by law, unless it has been obtained. The Licence Holder shall obtain and maintain any agreement or

permission required for private property, including the Red Deer Polytechnic campus, malls and other private property.

4. The Licence Holder must educate Customers to not ride or operate E-Scooters in locations within or on:
 - (a) any location where operation is prohibited by *Traffic Bylaw 3707/2025*, as amended or replaced, or a traffic control device;
 - (b) Red Deer Transit vehicles;
 - (c) City Hall Park;
 - (d) inside transit terminals, parkades, and bus zones;
 - (e) buildings; and
 - (f) any other zone the City Manager designates.
5. The Licence Holder must educate Customers that they must not operate E-Scooters inside Sorensen Station or on City transit buses. The Licence Holder shall Geo-fence Kingston and Bower Transit Hubs and govern E-Scooter speed there to the reduced speed specified by the City in writing.

No-Riding and No-Parking Zones

6. The Licence Holder must Geo-fence Sorensen Station as a no-riding and no-parking zone In-App and notify Customers of the restriction. The City may create designated areas near each station for E-Scooters to be parked.
7. Other no-riding and no-parking zones may be designated by the City and the Licence Holder must Geo-fence designated parking areas, no-parking and no-riding zones, or other locations at the request of the City. The Licence Holder shall mark these areas in its In-App software within seven (7) days after notice, or within any shorter period specified by the City for an emergency or immediate safety concern, and shall inform Customers how to operate in these areas. These zones may be designated for long or short periods.
8. The Licence Holder must use Geo-fence technology and have In-App ability to communicate by text or In-App alert and decelerate and ultimately stop their E-Scooters alerting the Customer that the E-Scooter is being ridden or parked in a specific non-licensed area.

General Parking (See Schedule B Appendix I: Parking Reference Material)

9. E-Scooters belonging to the Licence Holder may be parked on City sidewalks, in City parks and adjacent pathways, subject to all Federal, Provincial and City legislation and any further parking requirements set out below.
10. All parked E-Scooters must remain in an upright position with all wheels in contact with the ground.
11. Any E-Scooter that is parked in one location for more than two (2) consecutive days without moving must be removed from that location by the Licence Holder. If the E-Scooter remains in one location after two days, it may be removed by the City and taken to a City storage area at full expense to the Licence Holder.

Sidewalk Parking (See Schedule B Appendix I: Parking Reference Material)

12. The Licence Holder must have E-Scooters that have an internal electric lock and do not require the E-Scooters to be locked to stationary items. Proper sidewalk parking would be:
- (a) E-Scooters are parked in a Furniture Zone and must not be parked in a way that obstructs or interferes in the sidewalk zone or edge zone at any time;
 - (b) in the absence of a Furniture Zone, E-Scooters must not be parked in a way that impedes pedestrians moving through the sidewalk zone to access any buildings. E-Scooters must be parked next to the edge zone leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. E-Scooters must not be parked where these minimum distance requirements cannot be met; and
 - (c) parked in the upright, standing position, with all wheels in contact with the ground.

Street Parking (See Schedule B Appendix I: Parking Reference Material)

13. E-Scooters must not be parked on the street.
14. E-Scooters must not be parked in a way that impedes vehicular traffic from moving on the roadway or accessing driveways and must not be parked in the driving zone at any time.
15. E-Scooters must not be parked in locations within or on:
- (a) loading zones;
 - (b) accessible parking zones;
 - (c) wheelchair ramps, bicycle ramps or curb ramps;
 - (d) bridges;
 - (e) center median islands;
 - (f) 1.5 metres of an access to a garage or driveway;
 - (g) street furniture that requires pedestrian access (benches, pay parking station, bus shelters);
 - (h) shrub beds or within 0.5 metres of trees; or
 - (i) City parking spaces.
16. E-Scooters must not be parked on a pathway or within 1.0 metre of either side of a pathway.
17. The City may create designated parking areas where E-Scooter parking causes concerns for operations or the public.

Temporary Parking Restrictions

18. The City may impose temporary E-Scooter parking restrictions due to construction, parades, festivals, public gatherings or other situations affecting the normal operation of the right-of-way. Where the City has done so, the Licence Holder will be responsible for marking these areas appropriately on their In-App software within seven (7) days of notice and ensure Customers are informed on how to operate in these areas.

Temporary Fleet Removal

19. Upon direction of the City due to a major weather event, emergency event, or other situations requiring immediate action, the Licence Holder must collect and secure all, or a portion of, the Licence Holder's owned or controlled E-Scooters to a location outside of the public right-of-way or to a location that does not otherwise impede the City's access and response to the situation for the duration of the event.
20. The City may update, add or change any parking requirements in response to issues that come to light. Any changes will be circulated to the Licence Holder.

E. Operations and Maintenance

1. The Licence Holder must operate seven (7) days a week during the Operating Season. The Licence Holder must cease operations during the Winter Season and remove all E-Scooters from the City, including all public rights-of-way, parks and City property, no later than November 1 of each year.
2. The Licence Holder must have staffed operations located within the City for the purpose of E-Scooter maintenance, Rebalancing, collection, and retrieval and provide the City with a direct contact for staff that are capable of Rebalancing E-Scooters.
3. The Licence Holder must have a 24-hour Customer service phone number and email that is monitored 24 hours a day, 7 days a week during the Operating Season, so the public can report safety concerns, complaints, or ask questions.
4. The Licence Holder must remedy any E-Scooter parked in violation of the Licence or any City bylaw by correctly re-parking or removing it within three (3) hours after receiving notice. The Licence Holder shall also conduct at least daily sweeps of the Service Area and pick up E-Scooters abandoned or parked in non-approved zones.
5. The Licence Holder must remove any inoperable E-Scooter or any E-Scooter that is not safe to operate as soon as possible. Once notified of an issue, the Licence Holder must remotely lock down the E-Scooter as soon as possible, to ensure it cannot be used.
6. The Licence Holder must rebalance any E-Scooters within three (3) hours of receiving notice. If notice is brought to the attention of the Licence Holder between the hours of 10:00 pm – 5:00 am, E-Scooters must be rebalanced no later than 8:00 am on the same morning they were notified, unless the notice is an imminent safety concern, which must be dealt with immediately.
7. The Licence Holder must acknowledge that allowing an E-Scooter to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to streets, sidewalks, and pathways during City street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of E-Scooter components.
8. The Licence Holder must inspect, repair and maintain all E-Scooters, batteries and charging equipment in accordance with applicable law, manufacturer requirements and applicable safety standards, and must promptly remove from service any E-Scooter, battery or charging equipment that is damaged, recalled or unsafe.

F. User Experience, Education, and Encouragement

1. The Licence Holder is responsible for informing its Customers on how to use its services, how to ride and park its E-Scooters legally and in compliance with any requirements set out in this Agreement.
2. The Licence Holder must encourage Customers to wear a helmet In-App and on their company website.
3. The Licence Holder must create and maintain a company website and/or a social media platform that clearly states the terms and conditions, including Customer instructions, privacy policies, and all rental fees and costs.
4. The Licence Holder must forward periodic updates to users as per information prescribed by the City.

G. Data Sharing and Reporting

1. The Licence Holder must comply with the following data sharing requirements:
 - (a) before the Commencement Date, the Licence Holder must provide the City with an inventory list identifying each E-Scooter by unique identifier and serial number and the total number available for rent. The Licence Holder shall update the inventory and notify the City before any E-Scooter is added to or removed from the fleet. An increase in fleet size requires the City's prior written approval under section 2 of this Agreement.
 - (b) to ensure that E-Scooter locations are known, even when not in use, all E-Scooters must have an active location tracking component affixed that is capable of providing real-time location data. Phone-based location services information, including Bluetooth technology, is not sufficient. Before the Commencement Date and whenever the technology changes, the Licence Holder shall disclose to the City the transmission frequency, geographic accuracy and margin of error of its location tracking system;
 - (c) the Licence Holder must collect and make data available for parking issue occurrences reported and the responses to each of them. This will include parking infractions reported by the City, general public, Customers and the Licence Holder;
 - (d) the Licence Holder must generate a data record that describes each parking report, the location of the E-Scooter if possible, the time it was reported, the time it was responded to and what action was taken;
 - (e) the Licence Holder must promptly notify the City of every known incident in which an E-Scooter is involved in a collision, accident, injury, property damage, crime or act of vandalism and must collect and make related data and records available to the City upon request;
 - (f) the Licence Holder must comply with all data sharing and reporting requirements for the Program at all times during the Licence, maintain reasonable administrative, technical and physical safeguards for Program data, and notify the City within twenty-four (24) hours after discovering any actual or suspected privacy or security breach affecting Program data provided to or collected for the City. The Licence Holder shall promptly investigate, contain and remediate the breach, cooperate with the City and bear all related costs. Unless the City expressly requests otherwise and applicable law

permits, data provided to the City must be aggregated or de-identified and must not include Customer names, payment information or precise Trip origins or destinations; and

(g) failure to comply with these conditions could result in the revocation of the Licence.

H. Data Privacy

1. The Licence Holder must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
2. The Licence Holder must provide a privacy policy that safeguards Customers' personal, financial and travel information, including Trip origin and destination data. The Licence Holder shall make its policies, procedures and practices regarding privacy and data security available to the City upon request. The City may retain a third party to perform a privacy or security audit at any time during the term or whenever the City reasonably determines that an audit is warranted. The Licence Holder shall cooperate with the audit, promptly remedy any identified deficiency at its own expense and reimburse the City's reasonable audit costs if the audit identifies material non-compliance with this Agreement or applicable law.
3. The Licence Holder must provide Customers with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, Customers must have the ability to decline to share any data not required to enable the Licence Holder to process and complete the transaction. The Customers' options with regard to these requirements must be clearly stated and easily accessed by the Customer.
4. The Licence Holder must not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its privacy policy and must provide an opportunity for the Customer to explicitly assent prior to any changes to its data.

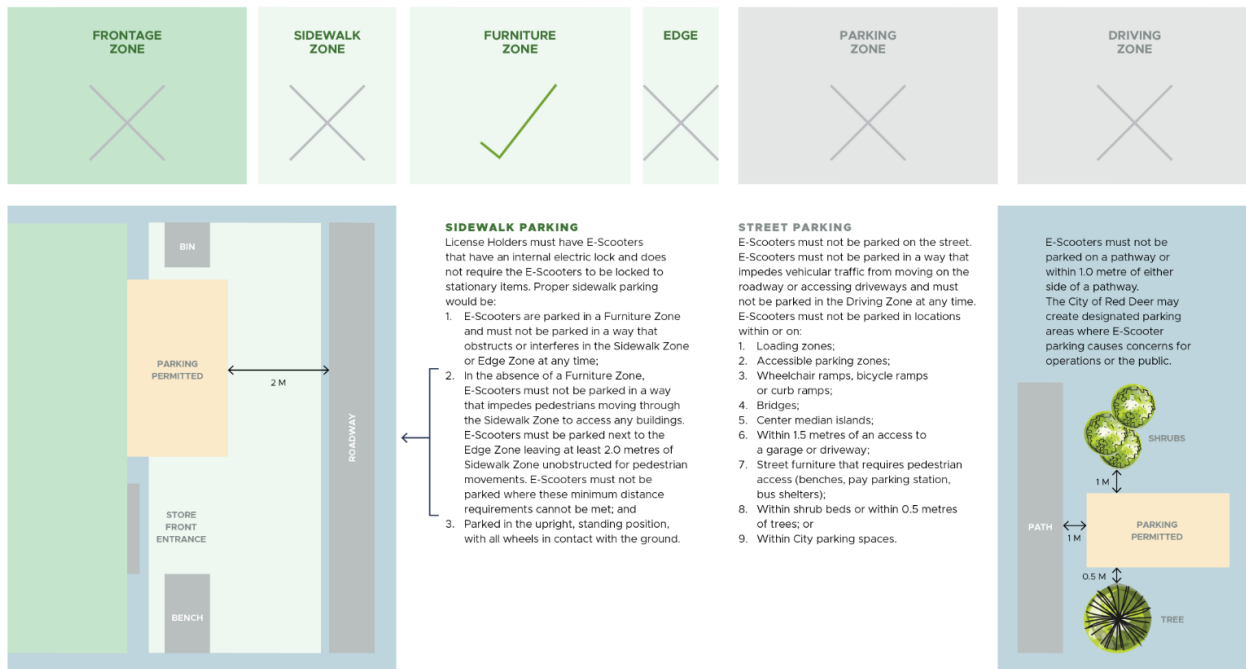
Schedule B Appendix I: Parking Reference Material

Figure I.1 Parking Zones for E-Scooters

— PARKING ZONES FOR E-SCOOTERS



Figure 1.2 Parking Guidelines



**Schedule “C”
Insurance Requirements**

I. The Licence Holder hereby agrees to put in effect and maintain insurance for the Licence Holder, at its own expense, in a form that is satisfactory to the City and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:

- (a) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) CDN inclusive limit for any one occurrence and such policy must include:
 - the City of Red Deer as an additional insured;
 - a cross liability clause;
 - blanket contractual liability coverage;
 - a non-owned automobile liability clause;
 - products and completed operations coverage;
 - the waiving of every right of subrogation by the insurance company or companies against the City arising out of or in any way connected with the performance of the Program; and
 - no participant’s exclusionary clause.
- (b) property insurance on an “All Risks” basis for the full replacement cost of all property owned and/or operated by the Licence Holder;
- (c) an automobile third party liability insurance policy (Owner’s form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Program;
- (d) cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the Licence Holder its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. The City shall be endorsed as an additional insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by the City;
- (e) proof of Workers Compensation coverage; and
- (f) participant accident coverage satisfactory to the City;

all above noted insurance policies must include a provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the Licence Holder of the insurance policies.

2. If the Licence Holder is unable to secure participant accident coverage satisfactory to the City, the City will have discretion to obtain suitable coverage, charge the cost back to the Licence Holder and permit the Licence Holder to operate notwithstanding section 1(f) of this Schedule.
3. The Licence Holder will be responsible for all deductibles that may apply in any of the required insurance policies.
4. The Licence Holder covenants and agrees that the City's insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the Licence Holder.
5. The insurance requirements set out above will be primary and the City's insurance will be non-contributory.
6. The Licence Holder will provide the City with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Program and the operation of E-Scooters and confirm the required coverage, before the execution of the Licence by the City, and renewal replacements on or before the expiry of any such insurance. Upon the request of the City, a copy of each insurance policy will be made available to it. The Licence Holder will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

Schedule “D” Fees and Deposits

1. In addition to the business licence fee payable at the time of application, the Licence Holder must provide an E-Scooter education and encouragement fee and security deposit calculated pursuant to this schedule. A summary table of the fees and deposits is provided below.

Fee Type	Fee Amount	Fee Information
Business Licence Fee	As per Schedule A of the <i>Business Licence Bylaw</i>	Fees due at time of application/renewal
E-Scooter Education and Encouragement	\$15 per E-Scooter to a maximum of \$5,000	Due before a Licence is issued
Security Deposit	\$25 per E-Scooter, minimum of \$5,000 to a maximum of \$15,000 per Licence Holder	Due before a Licence is issued

2. An E-Scooter education and encouragement fee of \$15 per E-Scooter will be charged to the Licence Holder, to be paid at the time of Licence issuance. This fee will be used to recover any costs associated with actions the City may undertake to help run the Program and encourage safe use and parking. Please note the collection of these fees does not release the Licence Holder from its educational requirements outlined throughout this schedule.
3. The Licence Holder will be charged a security deposit of \$25 per E-Scooter, with a minimum of \$5,000 regardless of fleet size and a maximum of \$15,000. If any amount is deducted from the security deposit, the Licence Holder shall replenish it to the amount required for its approved fleet size within ten (10) days after written demand.
4. The City may deduct from the security deposit any reasonable cost, loss, liability or expense incurred or payable by the City arising from damage to public or third-party property, injury to any person, removal, relocation, storage, sale or disposal of E-Scooters, the Licence Holder's failure to remove E-Scooters on termination, or any other amount owing under this Agreement. The security deposit is not the City's exclusive remedy, and the Licence Holder remains liable for any amount exceeding the deposit.
5. Costs to relocate or remove E-Scooters will be charged based on the City crew's hourly rate plus 15% overhead.
6. The education and encouragement fee and security deposit are due before the Licence is issued. The education and encouragement fee is non-refundable.
7. After the Licence Holder ceases operations, the City may retain the security deposit until all E-Scooters and other property have been removed, all amounts owing have been paid and the City has completed a reasonable reconciliation of claims and costs. The City shall refund the remaining balance, without interest, to the Licence Holder at the address on file within ninety

(90) days after the later of those events. The City may retain a reasonable amount for any unresolved or reasonably anticipated claim or cost and shall refund any remaining balance promptly after it is resolved.

Example Fee Calculation

Licence Holder A's application has been approved for a Licence and has already paid the business license fee, for a fleet size of 300 E-Scooters. Licence deposits would be as follows:

- E-Scooter education and encouragement fee - $\$15 \times 300$ E-Scooters = \$4,500
- Security Deposit - $\$25 \times 300$ E-Scooters = \$7,500

Licence Holder A would be required to pay \$12,000 before the Licence is issued.

Later on, Licence Holder A would like to increase their fleet size to 500 E-Scooters. Extra Licence fees would be as follows:

- E-Scooter education and encouragement fee - $\$15 \times 200$ additional E-Scooters = \$3,000. However, the maximum educational and encouragement fee is \$5,000, so the applicant would only pay \$500 for these additional 200 E-Scooters.
- Security Deposit - $\$25 \times 200$ additional E-Scooters = \$5,000

Licence Holder A would be required to pay an additional \$5,500 for the extra 200 E-Scooters added to their fleet.

Please note:

1. As per security deposit fees, Licence Holder A would only be required to pay any additional security deposit until they reached the maximum of \$15,000. However, this is assuming no costs had been deducted against the initial security deposit.
2. As per educational and encouragement fees, Licence Holder A would only be required to pay any additional deposit until they reached the maximum of \$5,000.