

[CITY/TOWN] OF [NAME], [STATE]
PERMIT FOR THE USE OF PUBLIC RIGHT-OF-WAY
FOR ELECTRIC TRANSPORTATION DEVICE STATIONS

Permission is hereby granted to Skinny Labs, Inc. dba Spin (“Operator”), located at 450 Mission Street, Suite 400, San Francisco, CA 94105, for the installation and maintenance of electric transportation device charging stations, racks, or hubs (“Station”), in accordance with the terms and conditions of this Permit, the Rules and Regulations of Electric Transportation Devices (“Rules and Regulations”), and those determined by the [Department Name], in the [City/Town] of [Name], [State]. This Permit shall take effect upon its issuance and remain in effect for [#] months. This Permit authorizes the Operator to maintain Stations in approved locations in the [City/Town] of [Name], subject to the following terms and condition:

1. Operator shall comply with all the terms and conditions, and/or any future added or amended terms, of this Permit, the Rules and Regulations, and any ruling or policies of the [Department Name] of the [City/Town] of [Name] (“Civil Engineering”).
2. Operator must have a valid Probationary Operating Permit or an Operating Permit issued from the [City/Town] of [Name].
3. Operator shall identify Station locations and provide those locations to Civil Engineering for approval. Civil Engineering in its sole discretion may deny any Station location and recommend alternative locations for the Stations.
4. Operator shall comply with all laws, regulations, rules, and/or ordinances of any competent governmental entity, including but not limited to, all laws, rules, or regulations covering the movement of traffic over highways and streets.
5. Operator shall indemnify and hold the [City/Town] of [Name] harmless from liability arising, in whole or in part, out of the issuance of this Permit and shall also indemnify and hold the [City/Town] harmless from all claims, damages or proceedings of any kind and from all responsibility for personal or property damages (public or private) caused directly or indirectly as a result of the operation of Stations within the right-of-way pursuant to this Permit.
6. Operator shall maintain, with an insurance company authorized to conduct business in the State of [State Name] and having at least an “A” rating from A.M. Best, General/ Comprehensive Liability Insurance, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, and specifically covering property damage, including any property damage to [City/Town]-owned property, and bodily or personal injury, and death of any person resulting from the use, maintenance, or installation of any of the Stations. Said policy of insurance shall name the [City/Town], its elected officials, officers, agents and employees as additional insureds, and shall contain a provision requiring at least thirty (30) days notice to the [City/Town] of any cancellation or diminution of coverage. Operator shall provide a copy of a certificate of insurance demonstrating compliance with this section. This required insurance shall not in any way relieve or decrease the liability of the Operator hereunder. It is expressly understood that the [City/Town] does not in any way represent that the specified Limits of Liability, coverage, or policy forms are sufficient or adequate to protect the interests of the Operator.
7. Operator shall maintain a copy of this Permit and make it available when requested by the [City/Town] of [Name].
8. Operator agrees to be responsive to the [City/Town] of [Name] and correct any reasonable issue that it may raise.
9. This Permit may not be transferred or assigned to another entity.
10. Operator shall not assign this Permit without the prior written consent of the [City/Town] of [Name]. Unless otherwise stated in the [City/Town]’s written consent to an assignment, no assignment will

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release or discharge Operator from any obligation under this Permit. Any purported assignment(s) in violation hereof will be void. Nothing contained in this Subsection shall prevent Operator from employing independent contractors, associates, and subcontractors.

11. This Permit is governed and construed under the laws of the State of [State Name], without giving effect to choice of law provisions. By execution hereof, Operator irrevocably submits to the original jurisdiction of the courts located within the County of [County Name], State of [State Name], with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Permit.
12. The [City/Town] may terminate this Permit for convenience or for any municipal purposes upon providing Operator with thirty (30) days written notice of the termination.
13. Any damages, resulting from the land use granted herein, caused to [City/Town]'s right-of-way and facilities including but not limited to its roadways, bike lanes, or sidewalks, and/or any other [City/Town] property or right-of-way shall be repaired or replaced in a manner satisfactory to the [City/Town]. Revocation, termination, or expiration of the Permit does not release the Operator from its obligation to repair damages. In the event the repair or replacement is not completed in a reasonable amount of time, the [City/Town] may, at its option, cause repairs or replacements to be accomplished and Operator shall reimburse the [City/Town] for any expense incurred.

I, THE OPERATOR OR AUTHORIZED REPRESENTATIVE FOR SAID OPERATOR, IN EXCHANGE FOR SUCH USE AS DEFINED WITHIN THIS PERMIT, FOR HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

Name: _____

Date: _____

Title: _____

[Town/City] Representative

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

[Town/City] Attorney