

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (this “MOUA”) is made this 31st day of March 2021, by and between The Commissioners of Cambridge, a Maryland municipal corporation (the “City”) with its principal office at 410 Academy Street, Cambridge, Maryland 21613, and Bird Rides, Inc., a Delaware corporation duly licensed and authorized to do business in the State of Maryland with its principal office at 1625 Electric Avenue, Venice, California 90291 (“Bird Rides”).

RECITALS

WHEREAS, Bird Rides is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere; and

WHEREAS, Bird Rides is desirous of establishing a stand-up electric scooter sharing system in the City of Cambridge, at no cost to the City, which will provide a sustainable, open-air transportation option for City residents and visitors; and

WHEREAS, the City is desirous of Bird Rides establishing a stand-up electric scooter sharing system in the City of Cambridge upon the terms and conditions set forth herein.

AGREEMENT

- 1) Scope: This MOUA and its terms apply to Bird Rides’ proposed deployment of stand-up electric scooter sharing systems within the corporate limits of the City. Bird Rides shall not deploy a stand-up electric scooter sharing system in the City in violation of the terms and conditions of this MOUA.
- 2) Stand-up electric scooters shall be governed by applicable State and local laws, rules, ordinances, codes, and regulations applying to bicycles and shall only be ridden on streets and, where available, in bike lanes and bike paths. Stand-up electric scooters shall stay to the right of street lanes, ride single-file, and yield the right of way to bicycles in bike lanes and on bike paths. Users of stand-up electric scooters shall be 18 years of age or older, must have a valid driver’s license, and wear a helmet at all times while operating the scooter. Users of stand-up electric scooters who violate these provisions may be subject to citation and/or fines by the appropriate City authority in the same manner as cyclists engaging in similar conduct, as well as any other penalties set forth in any applicable State or local law, rule, ordinance, code, or regulation.

- 3) Bird Rides shall provide easily visible contact information, including a toll-free phone number and/or e-mail address on each stand-up electric scooter, for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of Operation: Stand-up electric scooters will be made available to rent from 6 a.m. to 11 p.m. Eastern Standard Time.
- 5) Bird Rides shall provide a minimum of 50 stand-up electric scooters at launch at a location acceptable to the City. Bird Rides may provide additional stand-up electric scooters upon written notice to the City as to the date and location of deployment, which location shall be subject to approval of the City's Department of Public Works, which approval shall not be unreasonably withheld.
- 6) Safety Education: Bird Rides will provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking. Bird Rides shall also affix a decal and/or QR code to each stand-up electric scooter with the operational restrictions set forth in Section 2 hereinabove.
- 7) Data Sharing: Bird Rides will provide data to the City upon request to assist with monitoring program usage.
- 8) While this MOUA is in effect, Bird Rides shall pay the City a revenue-share of \$0.05 per stand-up electric scooter ride to help fund protected bike lanes or other transportation projects within the City. Bird Rides shall pay the revenue-share to the City on a quarterly basis, with the first payment due July 1, 2021. Payments shall be in arrears if not received by the City within 30 days from the date upon which they are due.
- 9) Indemnification: Bird Rides agrees to indemnify, defend and hold harmless the City (and the City's officials, employees, agents, and affiliates) from and against all actions, damages, or claims brought against the City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides' indemnification obligation hereunder shall not extend to claims of the City's (or the City's officials', employees', agents', or affiliates') negligence or willful misconduct. The City expressly acknowledges that in no event shall Bird Rides be liable for any special, indirect, consequential, or punitive damages. Bird Rides' indemnification obligations hereunder shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides shall be released from its indemnification obligations hereunder if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City's right to indemnification shall be contingent on the City notifying Bird Rides promptly following receipt or notice of any claim. Bird Rides shall have sole control of any defense. The City shall not

consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Rides.

10) Insurance: Bird Rides shall provide the City with proof of insurance coverage exclusively for the operation of stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides employs persons within the City or Dorchester County, Workers' Compensation coverage of no less than the statutory requirement. The City shall be named as an additional insured. All such coverages shall be subject to the approval of the City's insurer, Local Government Insurance Trust.

11) Notices: All notices and communications shall be made in writing and sent to the addresses first set forth above.

12) This MOUA shall take effect immediately upon execution by the City and Bird Rides and shall remain in effect for a term of 1 years; provided, however, that either party may terminate this MOUA at any time and without cause upon (30) days prior written notice. Upon termination, Bird Rides shall remove its stand-up electric scooters from the City at its sole cost and expense.

13) In carrying out its rights and responsibilities under this MOUA, Bird Rides shall be deemed an independent contractor, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise, or other similar form of agreement or relationship between Bird Rides and the City.

14) The parties acknowledge that Bird Rides may utilize independent business logistics providers to facilitate local operations. Bird Rides' use of such logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides remains responsible for all obligations and requirements hereunder.

15) This MOUA shall be governed by and construed in accordance with the laws of the State of Maryland.

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

Patrick Comiskey, City Manager

By: _____
Andrew Bradshaw, Mayor

WITNESS:

BIRD RIDES, INC.

By: _____
Austin Marshburn, Director - Growth

APPROVED AS TO FORM:

City Attorney