lyft business

GENERAL SERVICES AGREEMENT

This General Services Agreement sets forth the terms of Customer's use of the LB Services (as defined in Section 1 below) and is entered into as of the date on which this Agreement is fully executed as indicated in the signature blocks below ("**Effective Date**") between Lyft, Inc, a Delaware corporation located at 185 Berry St., Suite 400, San Francisco, CA 94107, ("**Lyft**") and City of Richmond, located at _____, Richmond, VA _____, ("**Customer**"). Lyft and Customer are herein individually referred to as a "Party" and collectively as the "Parties." The "**Agreement**" consists of this General Services Agreement and any attachments, exhibits, or appendices hereto.

WHEREAS, Lyft operates a multimodal, transportation-as-a-service platform ("**Lyft Platform**") on which the Lyft mobile application runs ("**Lyft App**"). An Administrator and/or a Rider may request Rides through the Lyft Platform or the Lyft App. Drivers may accept Ride requests and provide Riders with transportation services. Lyft does not provide Rides; rather, Lyft enables the matching of Drivers and Riders through the Lyft Platform. Customer wishes to use the LB Services to administer, track, and manage transportation-related services of its Riders as outlined below.

NOW, THEREFORE, in consideration of the terms contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

"**Administrator(s)**" means any agent authorized by Customer to serve as a Customer Account administrator.

"**Affiliate**" is any entity or person that controls, is controlled by, or is under common control with a Party, such as a subsidiary or parent company.

"**Charges**" means all Ride-related Fares and Rideshare Service Fees and Other Charges (as all are described in Section 4 of the Lyft Terms of Service) and any Business Services Fee (as may be set forth in an Order Form).

"**Customer Account**" means a central Lyft account and its related sub-accounts established for Customer in connection with its use of one or more of the LB Services.

"**Driver(s)**" means independent third-party person(s) authorized to provide driving services on the Lyft Platform. Drivers are users of the Lyft Platform and are not employees, subcontractors, representatives, or agents of Lyft; rather, Drivers provide driving services at their own direction and control.

"**Law**" means any statute, law, ordinance, regulation, rule, judgment or order of a government, court, or tribunal of competent jurisdiction, including, without limitation, any data protection laws, privacy laws,

any laws that require Customer to obtain consent from a Rider or provide notice to a Rider in connection with the LB Services, the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, any federal or state anti-spam statute or regulation, including the CAN SPAM Act of 2003 ("**CAN-SPAM Act**"), or any federal or state statute or regulation prohibiting the dissemination of unsolicited communications, including the Telephone Consumer Protection Act of 1991 ("**TCPA**").

"**LB Product Descriptions**" means descriptions of the LB Services and terms, as may be updated by Lyft from time to time, with respect to use of the LB Services, which can be found at https://go.lyftbusiness.com/product-descriptions and are hereby incorporated into this Agreement by reference.

"**LB Services**" includes, without limitation, Business Profiles, Concierge, Lyft Pass, and the LB Portal (as defined in the LB Product Descriptions).

"**Lyft Privacy Policy**" means Lyft's policy, as may be updated by Lyft from time to time, with respect to how Lyft collects, uses, and shares personal information and how users of the Lyft Platform, including Riders and Drivers, may exercise choices and rights in their information, which can be found at https://www.lyft.com/privacy and is hereby incorporated into this Agreement by reference.

"**Lyft Terms of Service**" means Lyft's terms of service, with respect to use of the Lyft Platform by Riders and Drivers, which can be found at https://www.lyft.com/terms, as may be updated by Lyft from time to time.

"**Order Form**" means an order form attached to this Agreement as Exhibit A that identifies, among other terms, the LB Services that Customer desires to access.

"**Ride(s)**" means the driving services that are provided by Drivers. Each Ride begins when the Rider enters a Driver's vehicle and ends when the Rider exits the vehicle.

"**Rider(s)**" means person(s) who submits a Ride request, or for whom a Ride request is submitted, through the Lyft App or using the Lyft Platform.

2. **LB Services.**

    a. <u>Provision of LB Services</u>. Lyft will make the LB Services available to Customer in accordance with this Agreement. Subject to the terms and conditions of this Agreement, Lyft grants Customer a non-exclusive, non-transferrable, revocable, limited license to use the Lyft Platform and the LB Services during the Term and in strict compliance with this Agreement and applicable Law. Lyft reserves all rights not expressly granted to Customer under this Agreement. Riders may use the Lyft Platform to request and/or take Rides as set forth in the Lyft Terms of Service. Customer acknowledges and agrees that all Riders must be at least the age of majority in their jurisdiction of residence to receive or use any of the LB Services pursuant to this Agreement, unless such Rider is accompanied by a person who is at least the age of majority in their jurisdiction of residence. Customer further acknowledges and agrees that if Customer or the entity accessing the LB Services is subject to the Health Insurance Portability and Accountability Act of 1996, as amended, ("**HIPAA**") and uses the LB Services to enable Riders to receive access to Rides to and/or from healthcare services, then Lyft's Business Associate Agreement (https://go.lyftbusiness.com/business-associate-agreement/) shall apply and is incorporated herein.

    b. <u>Customer Account</u>. To access the LB Services, Customer must have a Customer Account and provide true, accurate, current, and complete information as requested during the account creation

process and throughout the Term. Customer is solely responsible for all use (whether or not authorized) of the LB Services under the Customer Account, and for all acts and omissions of anyone who accesses such Customer Account, as well as for all Charges generated under such Customer Account. Customer agrees to take all necessary precautions to prevent unauthorized access to or use of the LB Services or the Customer Account and will promptly notify Lyft upon the discovery of any known or suspected unauthorized or fraudulent activity occurring within the Customer Account. Lyft will not be liable for any loss or damage arising from unauthorized or fraudulent use of the Customer Account.

      c.   <u>Affiliates</u>. If applicable to Customer, Customer's Affiliates may utilize the LB Services directly from Lyft under this Agreement, provided that all of Customer's Affiliates' activities are subject to this Agreement. Customer and Customer's Affiliates shall be jointly and severally responsible for the acts and omissions of Customer's Affiliates in connection with their use of the LB Services, including, but not limited to, breach of this Agreement. Customer will be responsible for the acts and omissions of Customer's Affiliates in connection with each Affiliate's use of the LB Services. Lyft has the right to bring claims for violation of this Agreement by Customer's Affiliates against such Affiliate, Customer, or both, at Lyft's sole discretion.

      d.   <u>Restrictions</u>. Customer shall not, and shall not allow others to, (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Platform and/or the LB Services; (ii) use the Lyft Platform, the LB Services, and/or any data received from the LB Services in violation of applicable Law, third-party rights, and/or this Agreement; (iii) sublicense, repackage, lease, rent, sell, give or otherwise transfer or provide the Lyft Platform and/or the LB Services to any unaffiliated third party except as may be provided in this Agreement; (iv) replicate or modify the Lyft Platform, the LB Services, and/or their elements; (v) provide or otherwise use incorrect or outdated Rider information in connection with this Agreement; (vi) interfere with, modify or disable any features or functionality of the Lyft Platform and/or the LB Services; (vii) transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; (viii) use the LB Services and/or Lyft Platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voicemail, or video; and/or (ix) use the LB Services to submit Ride requests for Riders who are under the age of majority in their jurisdiction of residence, unless such Rider is accompanied by a person who is over the age of majority in their jurisdiction of residence.

3. Charges and Payment.

      a.   <u>Payment Obligations</u>. As applicable to the LB Services and as generally described in the LB Product Descriptions, Customer and/or Rider will be liable for all Charges incurred through their use of the LB Services and the Lyft Platform. Lyft offers billing and payment options for each LB Service, as generally described in the LB Product Descriptions.

      b.   <u>Payment Card</u>. For LB Services that are paid via payment card, Customer is responsible for either (i) enabling auto-recharge on the payment card or (ii) ensuring that the payment card has a sufficient positive balance to cover the undisputed Charges due. Customer expressly acknowledges and agrees that Lyft may use a third-party intermediary to process credit and debit card payments, in which case such third-party intermediary will have access to, store, and use Customer's billing data as necessary to process its payment.

      c.   <u>Invoicing</u>. For payments via invoicing, Lyft will invoice Customer for all applicable Charges on a monthly basis. All invoices shall be paid, without offset or deductions, within 30 days of the date of invoice. Subject to Section 3(e) (Disputes of Charges) below, if Customer is overdue on any payment and fails to cure such non-payment within ten (10) days of written notice of the non-payment, then Lyft

may (i) assess and Customer will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by Law, and/or (ii) suspend the LB Services associated with Customer's account until such non-payment is corrected.

d. <u>Taxes</u>. Customer shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable, arising out of or in connection with this Agreement (collectively, "**Taxes**"), other than taxes based upon Lyft's income. If Lyft pays any such Taxes on Customer's behalf, Lyft shall invoice Customer for such Taxes, and Customer agrees to pay such Taxes in accordance with this Agreement.

e. <u>Disputes of Charges</u>. Within thirty (30) days of the date of the applicable Charge, Customer must notify Lyft in writing if it disputes any portion of any Charges paid or payable by Customer under this Agreement and provide documentation that supports its position. Lyft will work with Customer to resolve the applicable dispute promptly. If Customer disputes any Charges under this Section, and such dispute remains unresolved in excess of sixty (60) days, provided any delay is not due to Lyft's investigation, Lyft may suspend or limit Customer's access to the Lyft Platform for such Customer Account until such dispute is resolved. If Customer does not provide Lyft with the written notice of its dispute of Charges and supporting documentation within the thirty (30) day notice period described above, Customer expressly waives its right to dispute such paid or payable Charges. If Customer fails to pay any undisputed amounts due under this Section, upon five (5) days' prior notice to Customer, Lyft may suspend or limit Customer's access to the Lyft Platform for such Customer Account until such non-payment is corrected.

4. **Proprietary Rights.**

a. <u>Ownership</u>. Lyft and its Affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Platform and the LB Services, including updates, enhancements, and new versions thereof, all data related to the use of the Lyft Platform and the LB Services, and all related documentation and materials provided or made available to Customer or any Rider by Lyft in connection with this Agreement.

b. <u>Feedback</u>. Customer acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about Lyft, the Lyft Platform, and/or the LB Services ("**Feedback**") provided by Customer or any Rider to Lyft are optional, anonymized, aggregated, non-confidential and shall become the sole property of Lyft. Lyft shall have exclusive rights to Feedback, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without notice, acknowledgment, or compensation to Customer or any Rider.

c. <u>Use of Marks</u>. Each Party ("**Licensor**") hereby grants to the other Party ("**Licensee**") a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with Licensor (collectively, "**Licensor Marks**") during the Term, solely in furtherance of Licensee's obligations in this Agreement and subject to Licensor's prior written approval in each instance. Licensor warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Licensee hereby agrees that the Licensor Marks shall remain the sole and exclusive property of Licensor and that Licensee shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Licensor Marks shall inure directly to the benefit of Licensor. Upon termination or expiration of this Agreement for any reason, Licensee shall immediately discontinue all use of the Licensor Marks. Licensee's use of the Licensor Marks must conform to Licensor's usage guidelines and instructions as Licensor may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Licensor Marks be altered or changed in any way).

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d. <u>Data</u>. All information related to Customer and its use of the Lyft Platform and/or the LB Services as received, collected, compiled, aggregated or produced by Lyft in connection with this Agreement, including but not limited to, the information made available in the LB Portal and the Customer Account, shall be governed by the terms of the Lyft Privacy Policy. Lyft determines the extent to which such data will be made available to Customer, as described in the Data Reporting Addendum attached hereto as Exhibit B and incorporated herein. Lyft reserves the right to add, remove, and update features and functionality in the LB Portal and/or the Customer Account related to such data at any time, and Lyft will not be responsible for any loss of data or any other damages. Customer agrees to use the data made available by Lyft, including in the Customer Account, the LB Portal, and/or any reports, solely for legitimate business purposes related to managing and administering the LB Services including, but not limited to, business expense processing, accounting, program management, and budgeting purposes.

5. **Confidentiality.**

a. <u>Definition</u>. "**Confidential Information**" is any information, technical data, or know-how furnished by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether written, electronic, oral or other form that: (i) is marked, accompanied, or supported by documents clearly designating the information as "confidential" or "proprietary;" (ii) is identified by Disclosing Party as confidential before, during or promptly after the presentation or communication; or (iii) should reasonably be known by Receiving Party to be confidential. This Agreement is also Confidential Information.

b. <u>Exceptions</u>. This Agreement imposes no obligation upon a Receiving Party with respect to information designated as confidential which: (i) was previously known to Receiving Party without an obligation of confidentiality; (ii) was acquired by Receiving Party from a third party who was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) is or becomes publicly available through no fault of Receiving Party; (iv) Disclosing Party gave written permission to Receiving Party to disclose, but only with respect to such permitted disclosure; or (v) was independently developed without use of Disclosing Party's Confidential Information.

c. <u>Protection of Confidential Information</u>. Except as otherwise required by applicable Law, each Receiving Party agrees that (i) it will use the Confidential Information of Disclosing Party solely for the purpose of performing its obligations or exercising its rights under this Agreement, and (ii) it will not disclose Confidential Information of Disclosing Party to any third party other than Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Receiving Party will protect the Confidential Information of Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event using less than a reasonable standard of care. Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. Confidential Information disclosed by Disclosing Party to Receiving Party will at all times remain the property of Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. Upon request by Disclosing Party, Receiving Party will return all copies of any Confidential Information to Disclosing Party. If returning such copies is not commercially feasible for Receiving Party, and if permitted by applicable Law, Receiving Party shall destroy such copies.

d. <u>Compelled Disclosure</u>. In the event Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the disclosure of Confidential Information or is

otherwise required by Law to disclose Confidential Information, Receiving Party shall give Disclosing Party prompt written notice of such request prior to disclosure, shall allow Disclosing Party to provide a redacted copy of the record and assert any defenses to disclosure of Confidential Information that may be available, and shall make diligent efforts to limit disclosure pursuant to any available basis under applicable Law. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable Law or the final judgment. Confidential Information disclosed by Disclosing Party to Receiving Party will at all times remain the property of Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. The inadvertent production of any "Confidential Information" by any Party shall not constitute a waiver of any rights.

If Customer is a public entity and receives a request pursuant to the Freedom of Information Act, California Public Records Act, or other applicable public records laws, Customer shall, unless prohibited by applicable Law, (i) promptly notify Lyft of such request; (ii) deny the request and/or provide Lyft with a reasonable opportunity to object to disclosure, and no fewer than ten (10) business days prior to the proposed disclosure to take appropriate action to prevent disclosure; and (iii) reasonably cooperate in any efforts made by Lyft to prevent disclosure. If Customer is nonetheless legally compelled or required to release Lyft Confidential Information, Customer will furnish that portion (and only that portion) of Lyft Confidential Information that it is legally compelled or required to disclose.

6. **Notice and Consents.**

a. <u>Notices</u>. Customer acknowledges that use of the LB Services requires or allows Customer to provide name, phone number, and/or email address of Riders or other individuals to Lyft. As applicable to the LB Services, Customer is obligated to notify, and shall notify, Riders that Customer will receive information related to certain Rides, including but not limited to, for example, name of Rider, time of Ride, and Ride cost. For Rides requested via Concierge, Customer will ensure that those Riders consent to the following terms: "By accepting Lyft Concierge Rides, you consent to Lyft's Terms of Service, which are available at https://www.lyft.com/terms."

b. <u>Data Usage</u>. Customer agrees that Lyft may use any information provided by Customer to (i) provide the LB Services; (ii) transmit a Ride request via the Lyft Platform to available Drivers; (iii) send automated transactional communications, including but not limited to SMS texts or phone calls, to the Rider or other individual relating to the Ride and/or the provision of the LB Services; (iv) share the information with the Driver who accepted the Ride request, provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (v) collect, use, and share the information subject to the Lyft Privacy Policy. At Customer's direction, Lyft may share Customer or Rider information with (x) Customer's authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder and (y) TM Vendors (as defined below), in accordance with the privacy policies of such TM Vendors as set forth in Section 6(c) below.

c. <u>Travel Management Vendors</u>. If Customer contracts with a third-party expense or travel management vendor with respect to LB Services selected on an Order Form (a **"TM Vendor"**), then Customer may request, in writing to Lyft, that Lyft disclose certain Customer and Rider data to such TM Vendor. Upon receipt and acceptance of such a request, Lyft will release data to TM Vendor in accordance with the terms of this Section and on a frequency and method to be agreed between Lyft and Customer and/or TM Vendor. Customer acknowledges and agrees that such data may contain information specific to its Riders, and Customer represents and warrants that it has obtained all necessary consents from Riders for Lyft to share such Customer data with TM Vendor according to the privacy policies of the TM Vendor.

d. <u>Record Maintenance</u>. Customer agrees that it shall maintain records sufficient to demonstrate all applicable and necessary consents under this Section 6, and Customer agrees to make such records available to Lyft promptly, and no later than ten (10) days after receiving a request from Lyft for such records. Customer shall maintain such records for a period of not less than six (6) years from the last Ride request submitted for such Rider.

7. Representations and Warranties.

a. <u>Mutual Representations and Warranties</u>. Each Party represents and warrants to the other Party that (i) it has sufficient rights and authority to enter into this Agreement; (ii) it grants the rights and assumes all of its respective rights and obligations set forth herein; and (iii) the person signing on the respective Party's behalf has the authority to execute and bind the respective Party to this Agreement.

b. <u>Customer Representations and Warranties</u>. Customer represents and warrants that (i) it has obtained or will obtain, and it will maintain, all rights, permissions, and consents necessary under the TCPA and any other applicable Law for Customer and/or Lyft to use an automated telephone dialing system to call, text or otherwise contact the Rider or other individual associated with the phone number (whether a Rider or otherwise) provided by Customer, including via SMS message or voice call, in relation to a Ride requested for or taken by a Rider, and/or Customer's use of the LB Services; and (ii) it has obtained or will obtain, and it will maintain, all rights and permissions necessary under the CAN-SPAM Act and any other applicable Law to enable Lyft to email Riders and other individuals associated with the email address (whether a Rider or otherwise) provided by Customer solely in conjunction with providing the LB Services. In addition, if Customer is a non-federal transit agency, then Customer further represents and warrants that will not use the Lyft Platform or the LB Services in any manner that violates industry standards, and applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at https://www.transit.dot.gov/shared-mobility or https://www.transit.dot.gov/.

c. <u>Rider Eligibility Representations and Warranties</u>. Customer further represents and warrants that Customer is solely responsible and liable for (i) determining and monitoring a Rider's eligibility for the LB Services, (ii) determining whether to bill and/or file claims for reimbursement from any federal, state, and/or commercial health benefit plan and/or program, including but not limited to Medicare, Medicaid, and any applicable government-funded programs (collectively, "**Payors**"), (iii) complying with all applicable federal, state, regional, and local Laws and regulations related to the billing and filing of claims, and (iv) billing and/or filing claims for reimbursement from Payors. Customer shall indemnify, defend, and hold harmless the Lyft Indemnified Parties (as defined in Section 9 below) from and against any and all claims, losses, damages, fines, penalties, and/or interest based upon and/or related to Rider eligibility, the billing and/or submission of claims to any Payor, and/or for any breach of the representations and warranties in this paragraph. ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL NOT APPLY TO ANY CLAIMS OR INCIDENTS RELATED TO CUSTOMER'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS PARAGRAPH. This paragraph shall survive any termination or expiration of this Agreement.

8. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LYFT PLATFORM AND/OR THE LB SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIALS, SERVICES, OR SOFTWARE. LYFT PROVIDES THE LYFT PLATFORM AND THE LB SERVICES "AS IS". LYFT DOES NOT WARRANT THAT THE

LYFT PLATFORM AND/OR THE LB SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE LYFT PLATFORM AND/OR THE LB SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. LYFT DOES NOT GUARANTEE THE AVAILABILITY OF DRIVERS OR WARRANT THAT ANY PARTICULAR RIDE REQUEST WILL BE ACCEPTED OR FULFILLED. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW. THE FULL SCOPE OF LYFT'S OBLIGATIONS TO PROVIDE THE LB SERVICES ARE SET FORTH IN THIS AGREEMENT, SUBJECT TO THE CUSTOMER'S PAYMENT TO LYFT OF ALL CHARGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO 49 C.F.R. §37.23 AND THAT LYFT IS NOT RESPONSIBLE FOR SATISFYING CUSTOMER'S OBLIGATIONS UNDER THE ADA TO PROVIDE TRANSPORTATION SERVICES FOR INDIVIDUALS WITH DISABILITIES.

9. **Indemnification.**

a. <u>Indemnification by Lyft</u>.

i. <u>Infringement Indemnity</u>. Lyft will indemnify, defend, and hold harmless Customer and its directors, officers, employees, agents, stockholders, and Affiliates (collectively, the "**Customer Indemnified Parties**") from and against all third-party demands, actions, suits, discovery demands, including, without limitation, third-party subpoenas, government investigations or enforcement actions, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) related thereto (collectively, "**Claim(s)**") alleging that the use of the LB Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark or patent.

ii. <u>Infringement Options</u>. If the use of the LB Services and/or the Lyft Platform by Customer has become, or in Lyft's opinion is likely to become, the subject of any claim of infringement, Lyft may at its option and expense: (a) procure for Customer the right to continue using the Lyft Platform and/or the LB Services as set forth herein; (b) modify the Lyft Platform and/or the LB Services to make it non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement. This Section 9(a) (Indemnification by Lyft) states Customer's exclusive remedy, for any claim by a third party alleging that the use of the LB Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark, or patent.

iii. <u>Limitations</u>. Lyft will have no liability or obligation with respect to any Claim arising out of: (a) use of the Lyft Platform and/or the LB Services not in accordance with this Agreement; or (b) the combination, operation, or use of the Lyft Platform and/or the LB Services with other applications, portions of applications, products, or services where the Lyft Platform and/or the LB Services would not by itself be infringing.

b. <u>Indemnification by Customer</u>. Customer will indemnify, defend and hold harmless Lyft and its directors, officers, employees, agents, Affiliates, successors and assigns (collectively, the "**Lyft Indemnified Parties**") from and against any third-party Claim made or brought against a Lyft Indemnified Party alleging or arising out of (i) Customer's and/or Customer's employees', agents', or contractors' acts or omissions, or breach of this Agreement, (ii) violation of Customer's representations and warranties in Section 7(b), (iii) Customer's or Customer's employees', agents', or contractors' failure to obtain, maintain, or prove the consents required under Section 6 of this Agreement, (iv) Customer's or Customer's employees', agents', or contractors' violation of applicable Law, (v) any activity under the Customer Account, except to the extent caused by Lyft's breach of this Agreement, and/or (vi) the use of data by a TM Vendor pursuant to Section 6 above. If Customer is a non-federal agency, then Customer's indemnity

obligations in this Section 9(b) and Section 7(c) above apply to the extent permissible under applicable state Law.

c. <u>Conditions of Indemnification</u>. As a condition of the foregoing indemnification obligations: (i) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (ii) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, such consent not to be unreasonably withheld); and (iii) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. The Indemnifying Party will pay all costs and reasonable legal fees following notice of the Claim, which shall be provided in accordance with this Section 9, and any settlement amounts agreed to be paid by the Indemnifying Party or any damages awarded against the Indemnified Party in connection with any such Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will neither settle any Claims that admit liability or fault on behalf of the Indemnified Party nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING UNDER THIS AGREEMENT, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OF DATA OF ANY KIND, AND/OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY (OR THEIR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000). THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO ANY CLAIMS OR INCIDENTS RELATED TO OUTSTANDING PAYMENT OBLIGATIONS OF CUSTOMER, NOR SHALL THEY LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.

11. Insurance.

a. Coverages. During the Term of this Agreement, Lyft shall maintain in force, at Lyft's own expense, at least the following insurance coverages:

i. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of $1,000,000 for each accident.

ii. Commercial General Liability Insurance with limits of $1,000,000 per occurrence, $2,000,000 in the aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, product and completed operations, and personal and advertising injury.

iii. Commercial Automobile Liability Insurance with limits of $1,000,000 for each accident for third-party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission.

b.   Policies. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Customer may carry and will contain a waiver of subrogation against Customer and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lyft's other obligations or liabilities set forth in this Agreement.

c.   Evidence of Insurance. Insurance shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to Customer upon Customer's reasonable request. The certificate of insurance for Commercial General Liability shall name Customer as an additional insured via blanket endorsement, but only to the extent of Customer's liability.

12. Term, Termination, and Suspension.

a.   Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated as set forth herein (the "**Term**"). Notwithstanding the foregoing, if there are any Order Forms in effect, then this Agreement will not terminate until all such Order Forms have expired or been terminated in accordance with the terms therein.

b.   Termination. Either Party may terminate this Agreement (including any Order Forms that are in effect) if the other Party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach. If Lyft terminates the Agreement because of Customer's material breach, then Lyft may also terminate the Customer Account.

c.   Suspension. Lyft may also suspend the Customer Account and access to the LB Services immediately if:

i.   Customer violates (or gives Lyft reason to believe Customer has violated) the Agreement or applicable Law;

ii.   there is reason to believe one or more of the following have occurred:

1.   Customer has fraudulently billed and/or filed claims from any Payor for reimbursement for Rides completed through the Lyft Platform;

2.   Customer has failed to comply with all applicable Law related to the billing and filing of claims; or

3.   Customer's use of the Lyft Platform and/or the LB Services is fraudulent or negatively impacting the operating capability of the Lyft Platform and/or the LB Services;

iii.   Lyft determines, in its sole discretion, that providing the Lyft Platform and/or the LB Services is prohibited by applicable Law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Lyft Platform and/or the LB Services;

iv. Customer triggers any of the suspension mechanisms relating to disputes of Charges pursuant to Section 3(e);

v. there is a pending dispute between the Parties under Section 13(a), or there is a pending resolution of a legal dispute between the Parties; or

vi. subject to applicable Law, Customer undergoes liquidation, commencement of dissolution proceedings, disposal of its assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer becomes the subject of bankruptcy or similar proceeding.

d. Lyft will have no liability for any damages, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur in connection with any suspension pursuant to this Section 12(c).

e. Survival. Upon termination or expiration of this Agreement, any Section intended to survive, including but not limited to Customer's payment obligations, the Business Associate Agreement (if applicable), the terms of this Section and the terms of the following Sections, will survive: Section 2 (LB Services), Section 4 (Proprietary Rights), Section 5 (Confidentiality), Section 6 (Notices and Consents), Section 9 (Indemnification), Section 10 (Limitation of Liability), Section 13 (Resolution of Disputes, and Section 14 (General).

13. Resolution of Disputes.

a. In the event of a dispute between Lyft and Customer arising under this Agreement, such dispute shall be addressed and resolved as follows:

i. The Parties shall first attempt in good faith to resolve the dispute informally by negotiation, without the necessity of a formal proceeding. A Party shall initiate negotiations by sending a written request for negotiation. If the dispute has not been resolved within sixty (60) calendar days of a Party's written request for negotiation, then such dispute shall be subject to arbitration pursuant to Section 13(a)(ii). This deadline may be extended or shortened by agreement of the Parties or to preserve a Party's legal rights.

ii. Unless the Parties to the dispute otherwise agree, arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceedings shall take place at a location mutually agreed upon by the Parties to this Agreement. If the Parties fail to agree upon a location, then such arbitration proceedings shall take place in San Francisco, California.

b. Nothing in this Section impacts the "Dispute Resolution and Arbitration Agreement" contained in the Lyft Terms of Service. In the event of a conflict between this section and the Lyft Terms of Service, the Lyft Terms of Service shall control.

14. General.

a. Insider Trading. The Parties agree to comply with United States securities laws which restrict persons with material nonpublic information about a company obtained directly or indirectly from

that company from buying or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to buy or sell such securities.

b. <u>Exports</u>. Customer understands that any products, data, software, or technology transferred under this Agreement are subject to U.S. and foreign export and re-export control laws and regulations, including the U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security and trade and economic sanctions administered by the U.S. Treasury Department Office of Foreign Assets Control. Customer agrees to comply with these and all applicable export control and sanctions laws and regulations. Specifically, Customer will not sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, data or technology (including products derived from or based on such technology received under this Agreement) to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export clause shall survive termination or cancellation of the Agreement.

c. <u>Assignment</u>. Neither Party may assign this Agreement (by operation of Law or otherwise) without the prior written consent of the other Party, and any prohibited assignment will be null and void. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate or successor in the event of a merger, sale, or acquisition of all or substantially all of the assigning Party's assets or stock, without the other Party's prior written consent, provided that the assigning Party shall give the other Party prompt written notice of such assignment. This Agreement will be binding upon and inure to the benefit of the Parties' permitted successors and/or assignees.

d. <u>Amendment/Waiver</u>. No modification to this Agreement or any Order Forms or other attachments hereto or thereto, nor any waiver of any rights, will be effective unless consented to in writing, and signed by both Parties. Waiver by either Party of a breach of any provision of this Agreement, an Order Form, or other attachments hereto or thereto, or the failure of either Party to exercise any right hereunder or thereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

e. <u>Relationship</u>. The relationship of the Parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either Party is the agent, employee, or joint venture of the other.

f. <u>Notices</u>. Any notices hereunder shall be in writing (including email). Notices sent by mail shall be sent to the addresses set forth in an Order Form or the Customer Account. Notices sent by mail to Lyft shall also be copied to legalnotices@lyft.com; Attn: General Counsel.

g. <u>Unenforceability</u>. If any provision or provisions of this Agreement (including all Order Forms and any other attachments hereto or thereto) is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the Parties. Any ambiguity contained in this Agreement shall not be construed against any Party as the drafter but shall be construed in accordance with its fair meaning.

h. <u>Governing Law & Venue.</u> This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Subject to Section 13, the Parties consent to the personal and exclusive jurisdiction of courts located in the County of San Francisco, California. Each Party waives a jury trial in any matter arising out of or relating to this Agreement.

i. <u>Entire Agreement</u>. This Agreement, all Order Forms, and all attachments and exhibits hereto shall constitute the entire agreement between the Parties with respect to the LB Services and supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written between the Parties. No oral or written information or advice given by Lyft, its agents, or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. Any Customer purchase order document, vendor form, or similar document shall be void and have no effect with regard to this Agreement even if signed by the Parties after the Effective Date. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

j. <u>Force Majeure</u>. Except for Customer's payment obligations hereunder, nonperformance of either Party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, epidemics or pandemics, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party. Unless otherwise agreed to by the Parties, each Party will be responsible for the costs and expenses incurred by it in connection with this Agreement during such period of force majeure.

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Lyft General Services Agreement
Last Updated May 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

LYFT, INC.   **CITY OF RICHMOND**

By: _____   By: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

lyft business

Exhibit A
ORDER FORM

Lyft: Lyft, Inc.

185 Berry St. Suite 400
San Francisco, CA 94107
billing@lyft.com

Customer: City of Richmond

Postal Address for Billing:

Contact Name for Billing:

Email Address for Billing:

LB Services	Business Services Fee	Business Services Fee Type
Concierge Web	n/a	waived
Lyft Pass	n/a	waived

Term. This Order Form shall be valid for 12 months from the Order Form Effective Date (as defined below) (the "**Initial Term**") and shall automatically renew for additional twelve (12) month terms (each, a "**Renewal Term**"), unless either Party provides notice of non-renewal no less than thirty (30) days prior to the end of the Initial Term or Renewal Term. The Initial Term and all Renewal Terms together shall be referred to herein as the "**Term**."

General. The LB Services and any Charges will be applied to the Customer set forth above and its associated account(s). This Order Form is hereby incorporated into and subject to that certain General Services Agreement between Lyft and Customer, effective on or prior to the Order Form Effective Date (as defined below), (the "**Agreement**"). Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall control. The person signing on behalf of each Party represents that they have the full authority to execute and bind such Party to this Order Form. This Order Form is effective on the date last signed below ("**Order Form Effective Date**").

[This space is intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the Parties have executed this Order Form through their respective duly authorized representatives as of the Order Form Effective Date.

LYFT, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RICHMOND

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B
DATA REPORTING ADDENDUM

Lyft's APIs provide robust data on all of the trips provided via the Lyft Platform. The reporting framework approved for each program type (dependent on whether the program is open to the general public or is an eligibility-based program) will be indicated on each Order Form. Notwithstanding anything to the contrary in this Data Reporting Addendum and/or the Agreement, Lyft may decide, in its sole discretion, to make more data available to Customer without amending this Exhibit B.

Framework 1. Data Reporting - General Public Program

In the list below, all personally identifiable information and information that could be used to re-identify a passenger are denoted by an asterisk (*) and are designated as Confidential Information pursuant to Section 5 of the Agreement. If Customer receives a request for Lyft's reports under the public records laws or other applicable law, Customer will not release the asterisked fields in response to such request and will comply with the requirements of Section 5 of the Agreement.

All non-astericked fields may be used solely for the purpose of the Agreement. For the avoidance of doubt, the non-asterisked fields may be used to produce reports and presentations to Customer's board regarding the LB Services (as defined in the Agreement) and may be summarized in reporting to the National Transit Database.

Data Fields
      (a) Anonymized ID of Rider*
      (b) Trip Transaction ID
      (c) Trip Month/Year*
      (d) Trip Day of Travel (Monday-Sunday)
      (e) Ride Type*
      (f) Dispatch Method (Concierge, App)
      (g) Ride Status (Completed, Canceled)
      (h) Trip Pick up location (Latitude-Longitude to two-decimal places)*
      (i) Trip drop off location (Latitude-Longitude to two-decimal places)*
      (j) Trip Pick up location (Zip Code)
      (k) Trip Drop off location (Zip Code)
      (l) Trip pick up time (See Definition of Trip Time Periods below)
      (m) Trip Length (X.XX mile)
      (n) Trip Duration (X.X min)
      (o) Total Trip Cost ($ X.XX)
      (p) Trip Subsidy ($ X.XX)
      (q) Ride Match (Yes or No) for shared rides and match rates within the program only

  * Lyft asserts that these data fields when taken together with the other data fields can potentially identify a Rider. These fields are designated as Confidential Information and are subject to Section 5 of the Agreement.

Trip Time Periods. Below is the definition of time periods included in the monthly data reports.

EARLY AM	12 AM - 3 AM
MID AM	3 AM - 6 AM
PEAK AM	6 AM - 9 AM
LATE AM	9 AM - 12 PM
EARLY PM	12 PM - 3 PM
MID PM	3 PM - 6 PM
PEAK PM	6 PM - 9 PM
LATE PM	9 PM- 12 AM

Framework 2. Data Reporting Addendum - Eligibility Based Programs

In the list below, all personally identifiable information and information that could be used to re-identify a passenger are denoted by an asterisk (*) and are designated as Confidential Information pursuant to Section 5 of the Agreement. If Customer receives a request for Lyft's reports under the public records laws or other applicable law, Customer will not release the asterisked fields in response to such request and will comply with the requirements of Section 5 of the Agreement.

All non-asterisked fields may be used solely for the purpose of the Agreement. For the avoidance of doubt, the non-asterisked fields may be used to produce reports and presentations to Customer's board regarding the LB Services (as defined in the Agreement) and may be summarized in reporting to the National Transit Database.

Data Fields
      (a) Anonymized ID of Rider*
      (b) Trip Transaction ID
      (c) Passenger Name*
      (d) Passenger Phone Number*
      (e) Trip Month/Year*
      (f) Trip Day of Travel (Monday-Sunday)
      (g) Date of Trip*
      (h) Pick-up Time (Actual)*
      (i) Drop-off Time (Actual)*
      (j) Estimated Time of Arrival*
      (k) Ride Type*
      (l) Dispatch Method (Concierge, App)
      (m) Ride Status (Completed, Canceled)*
      (n) Trip Pick up location (Latitude-Longitude to two-decimal places)*
      (o) Trip drop off location (Latitude-Longitude to two-decimal places)*
      (p) Trip Pick up location (Zip Code)
      (q) Trip drop off location (Zip Code)
      (r) Trip pick up time (See Definition of Trip Time Periods below)
      (s) Trip Length (X.XX mile)

(t) Trip Duration (X.X min)
(u) Total Trip Cost ($ X.XX)
(v) Trip Subsidy ($ X.XX)
(w) Ride Match (Yes or No) for shared rides and match rates within the program only

* Lyft asserts that these data fields are either personally identifiable information or when taken together with the other data fields can potentially identify a Rider. These fields are designated as Confidential Information and are subject to Section 5 of the Agreement.

Trip Time Periods. Below is the definition of time periods included in the monthly data reports.

EARLY AM	12 AM - 3 AM
MID AM	3 AM - 6 AM
PEAK AM	6 AM - 9 AM
LATE AM	9 AM - 12 PM
EARLY PM	12 PM - 3 PM
MID PM	3 PM - 6 PM
PEAK PM	6 PM - 9 PM
LATE PM	9 PM- 12 AM

City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability and Automobile Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general and automobile liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including $1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: *http://www.ci.richmond.ca.us/index.aspx?nid=61*.

City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers

General Liability *(primary and excess limits combined)*	**$2,000,000** per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or **minimum required aggregate limit shall be twice the per occurrence limit ($4 million aggregate).** Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.
Automobile Liability	**$5,000,000** per occurrence for bodily injury and property damage. Policy shall be endorsed to name the City of Richmond as an additional insured.
Required Policy Conditions	
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Additional Insured Endorsement	Applicable to General and Auto Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. *For general liability coverage,* **ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.** *SAMPLE Endorsements can be found at* ***http://www.ci.richmond.ca.us/index.aspx?nid=61.***
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation coverage during the life of this contract. SAMPLE Endorsements can be found at ***http://www.ci.richmond.ca.us/index.aspx?nid=61.***
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

Umbrella/Excess Liability Policies
If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Revised: June 2011

City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

Revised: June 2011