



23 Russell Boulevard, Davis, CA 95616

BICYCLE SHARE BUSINESS PERMIT APPLICATION

A. Information on Bicycle Share Business

Business Name: _____

Business Address: _____ City/State/Zip: _____

Phone #: _____ Alt. Phone #: _____

Mailing Address: _____ City/State/Zip: _____

Email Contact: _____ Alt. Email _____

Applicant Name: _____

Title: _____

Mailing Address: _____ City/State/Zip _____

Primary Phone No: _____ Alt. Phone No: _____

Email address: _____

Local Point of Contact Name: _____

Title: _____

Mailing Address: _____ City/State/Zip _____

Primary Phone No: _____ Alt. Phone No: _____

Email address: _____

B. Bicycle Standards

The applicant shall demonstrate, to the satisfaction of the city, that its bicycle fleet meets the following standards:

1. Be made of high quality, sturdily built, and meet the minimum standards of the United States Consumer Product Safety Commission;
2. Have adjustable seat height to accommodate a wide range of customers;
3. Comply with California Vehicle Code sections 21201 *et seq.* requirements including, but not limited to, reflectors and integrated front and rear lights, and any other applicable laws and regulations;
4. Electric bicycles shall comply with California Vehicle Code subsections 312.5(a), (a)(1), and (c) and section 24016; and any other applicable laws and regulations; notwithstanding the aforementioned, such electric bicycles shall be equipped with software or other mechanism to prevent them from providing assistance when the bicycle exceeds 15 miles per hour;
5. Built with tamper-resistant hardware;
6. Withstand the rigors of outdoor storage and constant use for at least five years;
7. Include a basket;
8. Equipped with hardware to allow the bicycle to be locked to a bicycle rack;
9. Bear a unique identification number made visible to customers;
10. Bear the bicycle share business' name and telephone number in a visible location;
11. Equipped with a GPS capable of providing real-time location data;

C. Business Plan

The applicant shall submit a business plan that demonstrates, to the satisfaction of the city, how the bicycle share business will comply with the following requirements:

1. Bicycles shall be available to customers at an hourly rate, or smaller intervals, which are clearly and understandably communicated to the customer prior to the customer's use of the bicycle;
2. Bicycles must be operational for customers on a 24-hour, seven days per week basis;

3. Method for providing the city with anonymized, aggregated data for trip records and bicycle availability on a minimum of a monthly basis which include the following: trip start date, time, and location; trip end date, time, and location; trip duration and distance; payment method; and GPS coordinates;
4. An electronic payment system that complies with the Payment Card Industry Data Security Standards. Each transaction shall include the bicycle identification number corresponding to the make and model of the bicycle registered with the city;
5. A proposed service area map in ESRI shapefile format;
6. A bicycle share operator shall install, a minimum of, one and a half (1.5) parking spaces in a bicycle rack for every bicycle share bicycle in service to ensure adequate bicycle parking, at no cost to the City.
7. A plan for educating customers that bicycles not in use must be locked to a bicycle rack and incentivizing customers to lock bicycles to bicycle racks;
8. A privacy policy that safeguards customers' personal, financial, and travel information, and usage including, but not limited to, trip origination and destination data.

D. Maintenance and Repair Plan

The applicant shall submit a maintenance and repair plan that demonstrates, to the satisfaction of the city, how the bicycle share business will comply with the following requirements:

1. Routine maintenance inspections and cleaning performed by the bicycle share operator at least every six weeks or 200 miles;
2. A method for providing full-service maintenance for bicycles;
3. A method for customers to report issues with the bicycle share bicycles including, but not limited to, a 24-hour customer service number;

E. Rebalancing and Relocation Plan

The applicant shall submit a rebalancing and relocation plan demonstrating, to the satisfaction of the city, how the bicycle share business will comply with the following requirements:

1. Rebalancing the bicycle share operator's bicycles to and from high use areas within peak operating hours;

2. Ensuring compliance with 6.05 of the Davis Municipal code; and
3. Relocating or rebalancing bicycles within two hours in compliance with city code section 6.05.120.

F. Community Outreach Plan

The applicant shall submit, to the city's satisfaction, a community outreach plan that:

1. Educates and promotes to city residents the proper use, benefits, and access to its bicycle share bicycles.

G. Application Review Fee

Every application or renewal for a bicycle share business permit shall be accompanied by a nonrefundable fee of \$2,000 to cover the costs associated with the review, permitting, and administration of bicycle share. The flat-rate fee includes 12 hours of Staff review. If the application requires additional review hours the applicant will be contacted. The applicant will be charged \$200 per hour for any review beyond 12 hours.

H. Required Submission Checklist

Please attach the following documents to your application:

Proof of compliance with the Bicycle Standards (Section B)

A list of the make, model, and unique identification number for each bicycle (Section B)

All listed plans: (Sections C – F)

Application Fee (Non-Refundable): A \$2,000 fee to cover the costs associated with the review and permitting of bicycle share.

Insurance Policy and Indemnification: The applicant's certificates of insurance, as outlined in city code section 5.95.200.

City of Davis Business License

J. Applicant's Certification & Indemnification

I certify under penalty of perjury under the laws of the State of California, that I have personal knowledge of the information contained in this application, and that the information contained herein is true and correct, and that I am fully authorized to sign and am signing this application on behalf of the bicycle share business and to bind the bicycle share business.

The applicant, shall indemnify and hold harmless the City and its officers, agents, and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of the applicant or loss of or damage to property, arising directly or indirectly from the applicant's performance of this permit, including, but not limited to, the bicycle share business's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City , except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this application, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on the applicant or agent or employee. The foregoing indemnity shall include reasonable fees of attorneys, consultants, and experts and related costs and City's costs of investigating any claims against the City. In addition, the applicant specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the applicant by City and continues at all times thereafter. The applicant shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by the City, or any of its officers or agents, of articles or services to be supplied in the performance of this permit.

Signature: _____

Date: _____

***The information contained in this document is subject
to disclosure under the Public Records Act.***