



23 Russell Boulevard, Davis CA 95616

BICYCLE SHARE EXPANSION PERMIT APPLICATION

A. Information on Bike Share Business

Business Name: _____

Business Address: _____ Zip: _____

Phone #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Contact: _____

Email Contact: _____

Applicant Name: _____

Title: _____

Mailing Address: _____ City/State/Zip _____

Primary Phone No: _____ Alt. Phone No: _____

Email address: _____

B. Bicycle Standards

The applicant shall demonstrate the its fleet of bicycles meet the following standards:

1. Meet the same standards as those approved in the initial Bike Share Business Permit Application.

C. Business Plan

The applicant shall submit a business plan that demonstrates, to the satisfaction of the city, compliance with the following requirements:

1. The same standards as those approved in the initial Bike Share Business Permit Application, as well as;
2. A proposed service area map in ESRI shapefile format, if modified from initial Bicycle Share Permit Application;

D. Maintenance and Repair Plan

The applicant shall submit a maintenance and repair plan that demonstrates, to the satisfaction of the city, compliance with the following requirements:

1. The same standards as those approved in the initial Bike Share Business Permit Application.

E. Rebalancing and Relocation Plan

The applicant shall submit a rebalancing and relocation plan demonstrating, to the satisfaction of the city, compliance with the following requirements:

1. The same methods as those approved in the initial Bike Share Business Permit Application, and
2. An updated plan for rebalancing the bicycle-share operator's bicycle new fleet to and from high use areas within peak operating hours.

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 the continued use of bike share bikes.

G. Application, Renewal and Expansion Fees

Every renewal application for a bike share business permit shall be accompanied by a nonrefundable fee of \$2,000 to cover the costs associated permit review. This fee includes 12 hours of review time. If the application requires more than 12 hours of review time then the applicant will be notified. The applicant will be charged \$202 per hour for any review beyond 12 hours. Please make checks or money orders payable to "The City of Davis".

H. Required Submission Checklist

Please attach the following documents to your application:

City of Davis Business License

Proof of compliance with the Bicycle Standards (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 bike share.

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

I. Applicant's Certification

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 myself and 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.***