

**CITY OF PORTLAND, OREGON
BUREAU OF TRANSPORTATION**

CARSHARE PERMIT NUMBER: 0001

PERMITTEE: car2go N.A., LLC

DATE ISSUED: _____ **PERMIT EXPIRES:** _____

**PERMIT TO:
PERMIT NON-RESERVED CARSHARE PARKING IN RIGHT OF WAY**

The undersigned applies for a revocable permit in accordance with the provisions of the City Charter, Administrative Rules, and Title 16, Vehicles and Traffic:

car2go (The Permittee) agrees that:

- 1) This permit allows car2go vehicles to be parked without time limit or payment of meter on public right-of-way, in legal and not otherwise restricted parking spaces. Parking spaces that have one or more regulating signs (such as Carpool preference spaces) cannot be used by car2go during the specified restricted times shown on the sign(s).
- 2) A separate individual revocable permit will be issued to each vehicle used by car2go.
- 3) car2go will propose the Operating Area for consideration by the City of Portland Traffic Engineer. The boundaries of the Operation Area will be as defined in the attached map.
- 4) The City may provide a list of any and all parts of the Operation Area that car2go permits will not be honored. The car2go permits will not be valid when the vehicle is parked in these areas and therefore must follow the same rules and regulations as any other motor vehicle.
- 5) This permit is revocable by the City Traffic Engineer at any time in the event the public's need requires it, or the permittee fails to comply with the conditions of this permit. No expenditure of money hereunder, lapse of time, or other act or thing shall operate as an estoppel against the City of Portland, or be held to give the permittee any vested or other right. Upon the expiration of this permit, or upon its sooner revocation by the City Traffic Engineer, the City shall no longer provide said right of this permit.
- 6) This permit is being provided as part of a six-month pilot program during which the City will collect data and feedback to be used to evaluate the conditions and cost of this permit and the feasibility of the program. At the end of the pilot program the City will determine whether or not to continue this program as is, terminate it, or to modify as necessary for an additional period of time. The City will make this determination no more than thirty days after the end of the six month pilot program. car2go will continue to operate during the evaluation period.
- 7) car2go shall furnish to the City a monthly report containing summary data related to usage, metered and non-metered separately, mileage information for the prior month. The City may use this information to assess the Program's benefits to its citizens, employers and visitors.
- 8) car2go shall retain and maintain all records and documents relating to this City permit for (5) years after the date in which this permit terminates, and shall make them available for inspection and audit by authorized representatives of the City. car2go shall make available all requested data and records at reasonable locations within the City of Portland at any time during normal business hours, and as often as the City deems

necessary. If records are not made available within the City of Portland, car2go shall pay the city's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the permit.

- 9) The annual cost for the permit includes \$40.00 for the permit, \$225.00 for 5 Area Parking Permits (\$45 each) and \$744.00 for meter revenue recovery. The total annual cost of \$1009.00 per permit will be charged to each vehicle used for the program. The charge for the 6-month pilot period which is half the annual cost. The annual permit cost is subject to change in future years.
- 10) car2go shall not advertise or publish the City's participation in this car-sharing program without the City's prior written authorization.
- 11) The permittee shall defend and hold the City of Portland, its officers, agents, and employees free and harmless from any and all claims for personal injury or property damage, including attorney fees and costs of defending any actions or suits, including any appeals, which may result from the permitted activity.
- 12) This permit is personal to the permittee and may not be transferred, assigned or otherwise conveyed. Identification of vehicle as belonging to this carsharing organization must be clearly visible on the vehicle, in contrasting colors with letters two inches high or larger.
- 13) Permittee shall maintain in force at its own expense, each insurance noted below:
 - A. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage shall be written on an occurrence basis. The limit per occurrence shall not be less than \$1,000,000 or as may be required by subsequent amendment and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured.
 - B. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non- owned vehicles, as applicable.
 - C. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the permittee or its insurer(s) to the City.
 - D. Certificates of insurance. As evidence of the insurance coverages required by this permit, the permittee shall furnish acceptable insurance certificates to the City at the time permittee returns signed permits. This certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30-days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
 - E. The City Traffic Engineer automatically revokes this permit without further action if this insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative.

APPROVED BY:

City:

Sign _____
CITY TRAFFIC ENGINEER

DATE _____

Address: 1120 SW 5th Avenue, Room 800, Portland OR 97204

Telephone No. 503-823-5185

APPLICANT: car2go

Sign _____
car2go Representative

Print _____

Address: _____

Telephone No. _____

Sign _____
car2go Representative

Print _____

Address: _____

Telephone No. _____

Proof of Insurance Provided: _____