



Shared Mobility LICENSE APPLICATION CHECKLIST

Please provide the following information:

- ___1. Completed and signed application
- ___2. A check payable to the **City of Indianapolis** for the \$15,000 license fee
- ___3. Color photographs of each device type and color scheme
- ___4. Rate schedule
- ___5. GPS/GIS map showing service area
- ___6. Rules and regulations for the system users
- ___7. Images of in-app pages showing compliance with Section 905-106(i) of the Revised Code
- ___8. Certificate of commercial general liability insurance issued to the applicant
 - Must name the license applicant as the 'Insured'
 - Must show the City as 'Additional Insured' on the certificate
If an endorsement is needed, use ISO CG2036 or equivalent
 - Must include 30 days written cancellation notice
 - Required minimum Coverage:

\$1,000,000 per occurrence	\$100,000 for damage to rented premises
\$5,000 for medical expenses	\$500,000 for personal and advertising injury
\$1,000,000 products/complete operations	\$1,000,000 auto liability
\$2,000,000 general aggregate limit	\$5,000,000 excess/umbrella liability
- ___9. Completed and signed bond certificate
- ___10. Completed indemnification agreement

Note:

- License will expire one year from the date of issuance
- The \$1/day device fee will be invoiced quarterly after the license has been issued
- Incomplete applications or information will result in a delay in processing.



**City of Indianapolis
Shared Mobility Operator Indemnification Agreement**

The undersigned Shared Mobility Operator (“Operator”), in consideration of being issued a Shared Mobility License by the Department of Business and Neighborhood Services of the City of Indianapolis, Indiana (“City”) shall, as a condition of the issuance and continued validity of the license to operate a Shared Mobility System, indemnify, hold harmless and defend, by counsel of the City’s choosing, the City and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission, or violation of any provision of this Code or other law by an Operator or any of its officers, agents, employees and users arising from the operation, maintenance, or use of the shared mobility system and the operator’s shared mobility devices. Such indemnity shall include attorneys’ fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by any insurance coverage required in Chapter 905-105(b) of the Revised Code of the Consolidated City and County.

IN WITNESS WHEREOF, Operator has executed this Agreement on this ____ day of _____, 20__.

SIGNATURE OF OPERATOR

SIGNATURE OF OPERATOR

PRINT NAME

PRINT NAME

STATE OF INDIANA)
)
COUNTY OF _____)

SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
personally appeared _____ OPERATOR, who acknowledged the
execution of the foregoing Agreement on this ____ day of _____, 20__.

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINT NAME



License and Permit Bond
Consolidated City of Indianapolis

Instructions:

Successful Operator must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Operator License. If Operator is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL PERSONS BY THESE PRESENTS: that

“Operator”: _____
and

“Surety”: [name] _____
[Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana, are held and firmly bound unto the Consolidated City of Indianapolis, Indiana hereinafter called Owner/Obligee, in the penal sum of **One hundred thousand** Dollars, (**\$100,000.00**) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Operator has applied for an Operator License with the Owner/Obligee, dated as of the _____ day of _____, 20____, by which will allow the Operator to provide shared mobility devices described generally in the Revised Code for the Consolidated City of Indianapolis, Chapter 905.

which “Operator License” as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Operator shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of Operator License whether during the original term thereof, and any extensions thereof which may be granted

by the Owner/Obligee, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such license and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the Shared Mobility Operator License will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Operator License and no delay by the Owner/Obligee in enforcement of the Agreement and Operator's License or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Operator License or to the Work.
3. that no final settlement between the Owner/Obligee and the Operator shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this License and Permit and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Operator. No release will be made until all shared mobility devices are verified to have been removed from the jurisdiction.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

OPERATOR: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]



New _____ Renewal _____

License Fee: \$15,000
+\$1per device per day

SHARED MOBILITY OPERATOR LICENSE

Application

Business Name _____

Business Information _____

Street Address _____, City _____, State _____ ZIP Code _____

Email Address _____ Phone Number _____

System Website Address _____ Mobile Application Name _____

License Applicant _____

Full Name _____

Contact Information _____

Street Address _____, City _____, State _____ ZIP Code _____

Email Address _____ Phone _____ Number _____

Customer Service Information _____

24hr Phone Number _____ Customer Service Email Address _____

Legal Status of Business (check box that applies)

Individual Proprietor _____ Partnership _____ Corporation _____ LLC _____

Length of time this business has been in Indianapolis _____

List the state where incorporated or authorized (if corporation). _____

Indiana Registered Agent Name _____

Indiana Registered Agent Address _____

Street Address _____, City _____, State _____ ZIP Code _____

If a Corporation, list the Principal Office of Corporation. _____

If a Corporation or Partnership, list the name and address of each corporate officer or partner.

Name _____ Street Address _____, City _____, State _____ ZIP Code _____

Name _____ Street Address _____, City _____, State _____ ZIP Code _____

Name _____ Street Address _____, City _____, State _____ ZIP Code _____

Name _____ Street Address _____, City _____, State _____ ZIP Code _____

Record the parcel number of any property owned by the applicant in Indianapolis, Indiana.

Business Personal _____

Real estate _____

List other Cities/Towns where business operates: _____

Number of shared mobility devices available to the public:

Bicycles _____ **Model** _____ **Manufacturer** _____ **Color** _____

Scoters _____ **Model** _____ **Manufacturer** _____ **Color** _____

eBicycles _____ **Model** _____ **Manufacturer** _____ **Color** _____

Other _____ **Description** _____

Model _____ **Manufacturer** _____ **Color** _____

Please indicate that you agree or disagree by marking yes or no for the following statements.

1. Licensee is in good standing and has not had any license or registration to operate a business revoked or suspended.
Yes _____ No _____
2. Licensee is current with City, County and State for any taxes, license fees, or any other indebtedness.
Yes _____ No _____
3. The person signing this application has the authority to sign for the business being licensed.
Yes _____ No _____
4. Licensee agrees to comply with the Revised Code of Indianapolis and Marion County ("Revised Code") and all other applicable laws ordinances, regulations, orders and decisions of public officials.
Yes _____ No _____
5. Licensee will maintain all shared mobility devices pursuant to Section 905-106 of the Revised Code.
Yes _____ No _____
6. Licensee will conduct the business in such a manner as not to create a nuisance or hazard to the public.
Yes _____ No _____
7. Licensee acknowledges that unsafe devices will be removed from the public right of way in accordance with Section 905-107 of the Revised Code.
Yes _____ No _____
8. Licensee acknowledges that failure to remove unsafe devices may result in a fine and a City representative removing the device. If the device is removed, it will incur additional daily storage fees.
Yes _____ No _____
9. Licensee acknowledges that failure to maintain the required insurance and bond will result in an emergency suspension of the license under Section 801-413 of the Revised Code.
Yes _____ No _____
10. Licensee agrees to notify the Department of Business and Neighborhood Services of any change in information on this application within 15 days of such change.
Yes _____ No _____

11. Licensee acknowledges that the license may be suspended or revoked, and the licensee will be subject to prosecution if any applicable law, ordinance, regulation, order or decision is violated.

Yes ____ No ____

12. Licensee agrees to give the Department of Business and Neighborhood Services written notice once the business ceases to exist.

Yes ____ No ____

13. Licensee has received, read, and will comply with the Shared Mobility Data Sharing Specification.

Yes ____ No ____

I have provided the following required attachments with this application:

- ___1. A check payable to the City of Indianapolis for the \$15,000 license fee
- ___2. Color photographs of each device type and color scheme
- ___3. Rate schedule
- ___4. GPS/GIS map showing service area
- ___5. Rules and regulations for the system users
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- ___7. Certificate of commercial general liability insurance in compliance with sec 905-105(b) of the Revised Code
- ___8. Bond certificate
- ___9. Completed indemnification agreement

The undersigned affirms under penalty for perjury that the answers, representations and information provided in this application are true and correct.

Signature

Title

Name Printed

Date