

**CITY OF TACOMA  
FREE-FLOATING BIKE SHARE STREET USE AND OCCUPATION  
INDEMNITY AGREEMENT**

This Indemnity Agreement ("Agreement") is made and granted by Neutron Holdings, Inc., d/b/a Lime ("Lime") and its successors, heirs, and assigns (collectively the "Grantor") in favor of the City of Tacoma ("City").

**RECITALS**

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor's benefit.

The City's permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to the conditions in Permit No. RUSE18-0448 that requires this Agreement.

**AGREEMENT**

In consideration for the City's permission to use or occupy the public right-of-way that permits a 60-day pilot deployment of Lime Bike dockless electronic assisted bikes and scooters throughout Tacoma beginning Friday, September 21, 2018, according to the permit application and approved Permit No. RUSE18-0448 the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless; the City of Tacoma, its officials, officers, employees, and agents; from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, attorney fees and necessary litigation expenses, and damages of every kind and description including but not limited to actual or alleged bodily injury including death, or actual and alleged damage to property; resulting directly or indirectly from any act or omission of the permittee, its subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable for; arising out of or in connection with the permittee using or occupying the public right-of-way or any person operating the permittee's bicycle or other device without wearing a helmet.

2. The Grantor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. The Grantor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Grantor or the Grantor's successors, heirs, or assigns to use or occupy the public right-of-way. Upon 30-days' notice mailed to the Grantor by first-class mail or published in the City's official newspaper, the City may revoke the permission to use or occupy the public right-of-way. If the use or occupation becomes dangerous, or if the use or occupation is not being maintained or used according to Permit No. RUSE18-

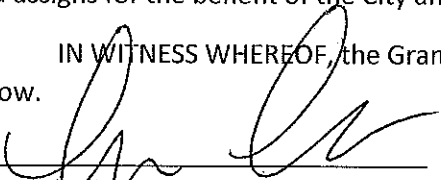
0448, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

4. The Grantor, on behalf of the Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees to waive Grantor's and Grantor's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

5. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy and restore the public place to at least as good a condition as required by current applicable standards.

6. The Grantor makes this Agreement on behalf of the Grantor and Grantor's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.

  
\_\_\_\_\_  
Grantor's Signature  
Isaac Gross GM

Print Name and Title

State of Washington )

) s.s.

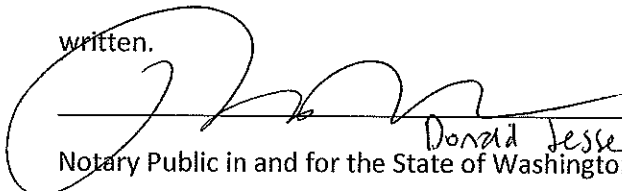
County of Pierce )

King

This is to certify that on this 20th day of September 20 18,

before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Isaac Gross to me known to be the General Manager (title) of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

  
\_\_\_\_\_  
Notary Public in and for the State of Washington

