



CITY OF EVERETT + LIME MICROMOBILITY SERVICES OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is made as of date of last signature below (the "Effective Date"), by and between the CITY OF EVERETT, a municipal corporation of the State of Washington (the "City"), and NEUTRON HOLDINGS, INC. doing business as LIME ("Lime"), a Delaware Corporation (collectively, the "Parties").

1. RECITALS

- 1.1. Lime seeks to provide its e-scooter services to the Everett community as an alternative to carbon-emitting vehicles.
- 1.2. This Agreement governs Lime's provision of e-scooter services to the City during the Program.

NOW, THEREFORE, the Parties agree as follows:

2. AUTHORIZATION TO USE CITY RIGHTS-OF-WAY/PAYMENT

- 2.1. Authorization. For the duration of this Agreement, the City hereby grants to Lime a nonexclusive authorization to provide, pursuant to the terms of this Agreement, a maximum of 500 e-scooters at any one time upon open City right-of-way. Lime may request to have a higher maximum number of e-scooters upon furnishing supportive scooter usage data. The City, in its sole discretion and upon written notice to Lime, may authorize a higher maximum number of shared scooters.
- 2.2. Limited Rights. This Agreement is intended to provide limited rights only as to those rights-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way, it does not provide Lime with any interest in any particular location within the right-of-way, and it does not confer rights other than as expressly provided in this Agreement.
- 2.3. Geofencing. Lime will implement and enforce no-riding and no-parking zones in a manner that optimizes ridership and safety. Geofencing technology via the Lime application and website will be implemented to the extent it is practicable to accomplish such zones. Lime will exclude by geo-fencing all Lime e-scooters from the Interurban Trail, the Wetmore Theatre Plaza and Everpark Plaza. Lime will also exclude by geo-fencing other areas that the City provides to Lime.
 - 2.3.1. The City will encourage and facilitate cooperation by businesses to work with Lime to support mutually beneficial deployments and parking in key transportation corridors.
- 2.4. Payment. In addition to any and all fees for permits, licenses, or other fees necessary for compliance with this Agreement and all applicable regulatory requirements, Lime will pay the City a per scooter trip fee equal to ten cents for every scooter trip initiated within the City limits. This fee will be paid quarterly upon the completion of every 3 calendar months of operations.

3. VEHICLE OPERATION

- 3.1. Legal Compliance. Lime will operate its e-scooter program in conformance with all applicable state and local laws including without limitation chapter 46.80 of the Everett Municipal Code (Motorized Foot Scooters) as may be amended, permit requirements, and the terms of this Agreement.
- 3.2. Right-of-way use permit. Consistent with subsection 3.1 above, Lime must obtain a right-of-way use permit from the City prior to using City rights-of-way. Lime must comply with the terms of such right-of-way permit. If provisions in this Agreement and the right-of-way permit conflict, the provisions of this Agreement shall prevail.
- 3.3. Age. Only individuals 18 years of age or older will be authorized to use scooters in the City.
- 3.4. Speed. Lime's scooters throttle at a speed no greater than 15 miles per hour.
- 3.5. Minimum shared scooters. Lime shall make a minimum of 75 e-scooters available for rental daily.
- 3.6. Hours of Operation. Lime's vehicles will operate 24 hours a day, 365 days per year, except as necessary for emergencies, inclement weather, special events, seasonal scaledown, and planned operational pauses in cooperation with the City.
- 3.7. Customer education. Lime must inform its customers of applicable legal requirements governing e-scooters, including without limitation, helmet requirements, prohibitions on traveling on sidewalks, and parking or leaving e-scooters in a manner that impedes pedestrian or vehicular traffic.
- 3.8. Identification and tracking of e-scooters. Each e-scooter shall be clearly branded with color, Lime logo, phone number, email address and website to contact with questions, complaints or problems. The City may provide this information on City websites. It is the sole responsibility of Lime to track and monitor each shared scooter that is deployed onto City right-of-way. All scooters must bear a single unique alphanumeric identification visible from a distance of five feet.
- 3.9. Customer complaints and safety concerns. Lime shall respond within 4 hours to each customer complaint related to safety or improperly parked shared scooters. Lime shall maintain an online request logging system with a portal provided for City to review. The system shall log time the request was received, nature of the request, time of Lime's response, time and nature of Lime's resolution.
- 3.10. Application. Lime will provide a publicly accessible application for riders and the public to interface with Lime, which will include at a minimum the following components:
 - (a) Where riding a scooter is permitted;
 - (b) Proper parking and identification of areas where parking of scooters is permitted; and

(c) Safe riding.

4. FLEET & DEPLOYMENT

- 4.1. Fleet. Lime's initial Scooter fleet size during the Term of the Program will be up to 500 scooters deployed within the City. Lime will consider and deploy additional vehicles (after approval from the City as required under Section 2.1) based on data such as trips per vehicle per day demonstrating lost demand.
- 4.2. Distribution of Scooters. Lime will regularly monitor the deployment and dispersion of its scooters to maintain service throughout the City. Lime shall deploy e-scooters geographically according to ridership demand data. Staging shall generally be in groups of 2-8 e-scooters.
- 4.3. Pedestrian Movement. Lime will deploy scooters in a manner that does not impede pedestrian movement and does not damage any property.
- 4.4. Deployment Locations. Lime will deploy vehicles based upon demand data, public safety, special events, construction, and other factors.
- 4.5. Evaluation of scooter share program. To the extent permitted by data security and data privacy laws, Lime agrees to participate in the evaluation of its scooter share program, including, collecting and providing data relevant to evaluating the success of the scooter share program, distributing an online City survey to Lime customers and the results of such survey to the City. At a minimum, Lime will provide anonymized monthly summary data on the following information regarding the scooter program in a format similar to that in Exhibit A:
 - 4.5.1. Number of customer complaints;
 - 4.5.2. Summary of nature of customer complaints;
 - 4.5.3. Number of reported injuries
 - 4.5.4. Lime will provide the City scooter travel data including: (1) availability; (2) trip starts; (3) trip destinations, and (4) route travelled by providing its MDS (Mobility Data Specification) and GBFS (General Bikeshare Feed Specification) feeds to a data aggregator the city may choose to employ to provide data analysis.

The City acknowledges the data above in 4.5.1, 4.5.2, and 4.5.3 has not been investigated by a public safety authority. All such data received are anecdotal comments provided to the Lime and does not reflect information provided in a formal police report.
- 4.6. Special Events. The City may request that Lime develop special event operating plans in conjunction with the City. Lime will prepare such plans no more than once per quarter.
- 4.7. Temporary removal of shared scooters from rights-of-way. Upon written request of the City due to emergency, severe weather, construction, parade, public gathering, or other situation affecting the normal use of the right-of-way, Lime

must collect and remove from the rights-of-way all or, at the City's sole discretion, a portion of Lime's shared scooters, until such time the City authorizes the shared scooters to return to the rights-of-way. If Lime does not remove the shared scooters in the time prescribed by the City, but no less than 24 hours for emergencies and 48 hours for non-emergencies, the City is authorized to remove the scooters to a location of its choosing. In this event, Lime may retrieve the shared scooters from the City at any time during normal business hours. The Lime will pay the City within 60 days of the City issuing Lime a written, properly addressed and itemized invoice, indicating the time, date, and location, and reason for the City's removal, the reasonable costs incurred by the City to move the shared scooters, but in no case less than fifty dollars (\$50.00) and no more than \$75.00 per removed scooter.

- 4.8. Damage to or loss of e-scooters. Lime is solely responsible for maintaining all of its e- scooters deployed in the City in fully functioning and good working order. Lime is solely responsible for any and all damage to or loss of a e-scooter and for any and all costs associated therewith. Lime should make every effort to recover a lost or locate a stolen shared scooter prior to contacting law enforcement. Lime shall remove all e-scooters that are damaged, require recharging, or will not otherwise be fully functional and operational. Lime must take corrective action within 4 hours for any report of a damaged, misplaced, or abandoned scooter. For the purpose of this subsection, "corrective action" means relocating a scooter to a location compliant with all terms of this Agreement.
- 4.9. Damage or loss to other persons or property. As between the City and Lime, Lime is solely responsible for any and all damage to property or injury to person, including death, arising out of or related to scooter share program and any and all costs associated therewith unless caused by the sole negligence or willful misconduct of the City.
- 4.10. E-scooter parking
- 4.10.1. Authorized parking. E-scooters may be parked in or upon the following areas:
- On Sidewalks. E-Scooters may be deployed within the right-of-way on sidewalks and located within the furniture zone, or just behind the sidewalk in areas with typical 5 to 6' wide sidewalks. "Furniture zone" means a linear portion of the sidewalk corridor, adjacent to the curb that contains elements such as street trees, signal poles, street lights, bicycle racks or other street furniture. Furniture zone does not include the width of the actual curb.
 - In a Designated Scooter Corral. Shared scooters may also be parked in a marked scooter corral officially designated with markings, signs, or both by the City or a private property owner.

4.10.2. Parking prohibited. E- scooters are prohibited from parking in or upon the following areas:

- Streets and Alleys. E- scooters shall not be parked on street pavements or alleys.
- Doorways and building entrances. E-scooters shall not be parked so as to block doorways or entrances to buildings.
- Driveways and Alleys Entrances. E- scooters shall not be parked in or so as to block driveways or alleyway approaches to streets.
- Curb Ramps and Pedestrian Access Routes. E-scooters shall not be parked so as to block curb ramps or leaving less than a 4-foot-wide pedestrian access route remaining on the sidewalk.

4.10.3. Improperly parked shared scooters. It is the sole responsibility of Lime to remove or move shared scooters that are parked or stored in violation of the terms of this Agreement as soon as is practicable after receiving written notice thereof, including location and vehicle number, to an area authorized for e- scooter parking. Regardless of the foregoing, the City, at any time, may move shared scooters parked in violation of the terms of this Agreement to an area authorized for shared scooter parking. If the City moves any shared scooter from an unauthorized parking area, the City will charge, and Lime will pay the City, fifty dollars (\$50.00) for each scooter moved by the City. Lime will pay the City within 30 days of the City issuing Lime a written, itemized invoice with the date, time, location, and vehicle number.

5. **COMMUNICATION.**

5.1. Designated Points of Contact. Lime shall provide to the City the contact information of a local staff member who shall serve as a central point of contact ("Lime POC"). The City shall also provide to Lime a central City point of contact ("City POC"). The Lime POC shall have responsibility for the services provided in this Agreement for the duration of the Program. If a Party's POC changes, the Party must immediately notify the other Party of such change in writing.

5.1.1. Legal Notices to Lime will be addressed to Neutron Holdings, Inc., 85 2nd Street, Suite 750, San Francisco, CA 94105, with copies to Legal@li.me.

5.2. Regular Meetings. During the Program, the City and Lime POC shall meet—in person, virtually, or telephonically—at least once per month or as needed to review the performance of the Program.

6. **BUSINESS LICENSING AND TAXES**

6.1. Lime will obtain a general business license in the City and pay fees to the City for licensure in accordance with the City code.

6.2. Lime will pay all applicable taxes.

7. TERM AND TERMINATION.

- 7.1. Term. The Term of this Agreement and the Program will be two years commencing on the Effective Date (the “Term”). Prior to completion of the Term, the Agreement may be extended for additional two-year extension terms, with such extensions approved in writing by the City Economic Development Director and an authorized representative of Lime.
- 7.2. Termination.
 - 7.2.1. Voluntary. As the purpose of the Program is for Lime to administer a self-sustaining micromobility program to provide transportation alternatives and to iterate to achieve the parameters that will promote a continued successful micromobility program, the Parties may evaluate program performance each quarter of the term using metrics including those related to ridership. Either Party may unilaterally terminate the Agreement due to poor or unsustainable program performance. The terminating party must give notice to the non-terminating party of the intention to terminate no less than 45 days prior to the termination date.
 - 7.2.2. Involuntary. This Agreement may be suspended or revoked by the City for continuing, documented, and unmitigated violation by Lime of this Agreement or applicable federal, state, or local law after 45 days written notice to comply has been provided to Lime and a failure to remedy.

8. INSURANCE.

- 8.1. General. Lime will maintain insurance coverage in compliance with Washington law from insurers that are authorized to do business in the State of Washington.
- 8.2. Certificate. Before deploying any scooters, Lime shall provide to the City (or as directed by the City to the City’s third-party insurance verification vendor) its Certificate of Insurance and endorsements indicating that Lime has in force, at a minimum, the insurance coverages below.
- 8.3. Coverages. Lime will maintain this coverage for the duration of the Term:
 - 8.3.1. Commercial General Liability. \$2,000,000 combined single limit per occurrence and \$5,000,000 annual aggregate limit covering all operations.
 - 8.3.2. Automobile Liability. \$1,000,000 combined single-limit coverage for service vehicles Lime uses in performance of this Agreement.
- 8.4. Workers Compensation. Lime will insure itself against liability for Workers’ Compensation in compliance with Washington state law.
- 8.5. Other. The above liability policies shall be primary and noncontributory as to the City. The City shall be named an additional insured under the above liability policies via blanket endorsement. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Lime to furnish the required insurance during the term of this Agreement.

9. INDEMNITY

- 9.1. Except as otherwise provided in this section, Lime hereby agrees to indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to, to the maximum extent allowed by law, this Agreement or any negligent or intentional acts, errors, omissions, or conduct by Lime (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Lime's indemnity obligation includes without limitation the City's reasonable attorney's fees and costs in defense of Claims. Lime is obligated to indemnify the City pursuant to this section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Lime's duty to indemnify pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Lime.
- 9.2. Lime's obligations under this section shall not apply to Claims caused by the sole negligence or willful misconduct of the City. Solely and expressly for the purpose of its duties to indemnify the City, Lime specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Lime recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this section : (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Lime employs or engages subconsultants or subcontractors, then Lime shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to indemnify the City to the extent and on the same terms and conditions as Lime pursuant to this section. This section survives termination or expiration of this Agreement.
10. **APPLICABLE LAW.** This Agreement is a Washington contract and shall be governed by the laws of Washington. All suits for any claims or for any breach or dispute arising out of this Agreement may be brought in the appropriate court of competent jurisdiction in a state or federal court of competent jurisdiction in the United States District Court for the Western District of Washington.
11. **NON-ASSIGNMENT.** Lime shall not assign its rights and duties under this Agreement without the prior written consent of the City.
12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding

between the Parties with respect to the transaction contemplated hereby and supersedes all prior agreements, arrangements and understandings which led to the subject matter hereof.

13. **WAIVER.** Failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the provisions. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement.
14. **AMENDMENT.** This Agreement shall not be amended, changed, modified, waived or discharged in whole or in part except by written agreement executed by the Mayor for the City and by an authorized representative of Lime.
15. **COUNTERPART/SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any electronic signature (such as AdobeSign and DocuSign) shall be deemed an original signature.

[signatures on following page(s)]



By signing below, each party agrees to be bound by the terms of this Agreement. The parties have executed this Agreement as of the Effective Date above.

NEUTRON HOLDINGS, INC.,
a Delaware corporation

Signature: Timothy Aboussleman

Date: 06/17/2025

Name: Timothy Aboussleman

Title: Regional General Manager

CITY OF EVERETT,
a Washington municipal corporation

Signature: [Signature]

Date: 06/17/2025

Name: Cassie Franklin

Title: Mayor

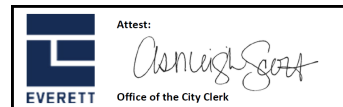
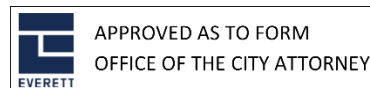


EXHIBIT A
Report

Everett | Lime Scooter - April 2025

TOPLINE STATS

Rides

Riders

Average
Deployed

.* mi

Median Trip Length

Miles
Traveled

*** kg

KG CO2 Reduced

* min

Median Trip
Time

.*

Average
trips/vehicle/day

heat maps of trip routes

graph of trips per day

graph of unique riders per day

CUSTOMER SERVICE SUMMARY

Count of April 311 complaints: *

Ticket timestamp	Ticket Type	Resolve time	Comment
02/03/25 12:59PM		02/03/25 1:46PM	Vehicles Relocated

Safety Issues Reported

0 Reported

Local Contacts:

Hayden Harvey: Director, Government Relations

hayden.harvey@li.me

Victor Long: Senior Operations Manager

victor.long@li.me

Marcos Sanchez: Operations Coordinator

marcos.sanchez@li.me












Lime Micromobility Services_06132025_SD

Final Audit Report

2025-06-18

Created:	2025-06-17
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOxgX4TFogv2kSDORe9sz7zRqGfCI7CPu

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 Agreement completed.

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