



## 2024-2025 Shared Dockless Vehicle Program Operating Authority Permit Application

Updated 04/03/2024

### Applicant Information

Operator Legal Name:			
Assumed Name (if any):			
State of Formation:			
Form of Business: (select one)	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (describe):		
Address of Fixed Facilities to Be Used in Operation:			
Address of Corporate Headquarters (if different than above):			
Mailing Address:			
Website:			
Parent Company:			
Authorized Principal:		Business Phone:	
Title:		Cell Phone:	
Email Address:			
Contact Person for Notices: (if different than above)		Business Phone:	
Title:		Cell Phone:	
Email Address:			

### Application Agreement

I, \_\_\_\_\_, declare the following:

1. I am a duly authorized agent of \_\_\_\_\_, an Operator applying for an operating authority permit under the City of Dallas' Shared Dockless Vehicle Program.
2. I have reviewed and understand all applicable laws and requirements for an operating authority permit and operating shared dockless vehicles in the City of Dallas, including but not limited to Title 7 of the Texas Transportation Code, Chapter 9 of the Dallas City Code, Sec. 28.41.1.1 of the Dallas City Code, Article X of Chapter 43 of the Dallas City Code, and the Shared Dockless Vehicle Program Rules ("Program Rules").

3. I have the authority to bind the Operator-applicant to the permit application and to all applicable laws and requirements for an operating authority permit and operating shared dockless vehicles in the City of Dallas.
4. The Operator-applicant has complied with all permit requirements in preparing the permit application and all the information in the application is true and complete.
5. If permitted, the Operator shall comply with all applicable laws and requirements for an operating authority permit and the operation of shared dockless vehicles in the City of Dallas, as same may be amended, including but not limited to Title 7 of the Texas Transportation Code, Chapter 9 of the Dallas City Code, Sec. 28.41.1.1 of the Dallas City Code, Article X of Chapter 43 of the Dallas City Code, and the Program Rules for the duration of any permit approved under these permit requirements, or face enforcement action as described in the Dallas City Code and the Program Rules.

I certify under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

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Signature

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Date

DRAFT

The Shared Dockless Vehicle Operating Authority Permit allows permitted Operators to operate a shared dockless vehicle service in the public right-of-way in the City of Dallas to rent, lease, or sell shared dockless vehicles for the purpose of transportation or conveyance. “Shared dockless vehicles” includes bicycles and electric bicycles, pursuant to the definition set forth in the Texas Transportation Code Section 644.001 as amended, and motor-assisted scooters, pursuant to the definition set forth in Texas Transportation Code Section 551.351, that are intended to be rented or leased to different users. Any service to rent or lease a type of device not covered under these definitions is not eligible under this operating authority permit.

For the 2024-2025 permit cycle, the City of Dallas Department of Transportation (DDOT) will award up to three Shared Dockless Vehicle Operating Authority Permits in consideration of maintaining a safe, orderly, equitable, and multi-modal transportation system. An application review committee convened by DDOT will review the completed applications, determine whether each application conforms to the permit requirements, and evaluate applications according to the scoring criteria described in the Scoring section of this document.

## Submission Instructions

For the 2024-2025 permit cycle, the Dallas Department of Transportation will only consider completed applications submitted from Wednesday, April 3, 2024 through Monday, April 22, 2024.

**Applications received after Monday, April 22, 2024 at 5:00 PM CST will not be considered.**

Please notify Program Staff of an Operator’s intent to submit an application by email at [ddotplanning@dallas.gov](mailto:ddotplanning@dallas.gov) no later than Wednesday, April 17, 2024, to allow Program Staff time to schedule demonstrations for the second week following the application submittal deadline.

Applicants will be required to participate in an in-person demonstration to verify certain claims made in the application, as discussed in greater detail in the Scoring section of this document. Failure to provide an in-person demonstration to Program Staff will result in the denial of the Operator’s application for an operating permit.

A complete application must include the following components to be considered. Incomplete applications will result in the denial of the Operator’s application for an operating permit.

### 1. Payment of \$2,000 application fee.

This non-refundable application fee covers the cost to evaluate the application, in accordance with Section 43-161(e) of the Dallas City Code.

#### Wiring Instructions:

The application fee must be electronically transferred to the City of Dallas’s account. The following wiring instructions should be provided to your partnering bank:

Bank Name:	Bank of America, N.A.
ABA Number:	026009593
Account Number:	004810624850
Account Name:	City of Dallas Concentration Account
SWIFT Code:	BOFAUS3N
For the Credit of:	“DDOT Dockless Permit App. - [your company name]”

## 2. Application with signed cover sheet.

Application materials are due by the Monday, April 22, 2024, 5:00 PM CST deadline. Five paper copies and digital files on a USB drive of all required application materials must be delivered in-person or by mail to:

Dallas Department of Transportation  
Attn: Jessica Scott  
1500 Marilla Street, L1BS  
Dallas, TX 75201

The digital files on the USB drive should be in a folder with the name “[Operator Name] - 2024 Shared Dockless Permit App,” and the files should be named in accordance with the document titles listed below. The application materials must include the following documents to be considered complete:

- a. Signed application cover sheet.
- b. Shared Dockless Vehicle Deployment Plan, formatted as a searchable PDF or Word document, and a maximum of 40 pages in length.
- c. Attachment A: A copy of the entity formation documents establishing the business; a copy of the entity’s registration to transact business in Texas with the Texas Secretary of State, if an out-of-state entity; a copy of the entity’s assumed name certificate, if applicable; and the name and address of each person with a 20 percent or greater ownership interest in the business.
- d. Attachment B: Signed indemnity agreement, which is provided in Appendix A of this application packet.
- e. Attachment C: Documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by SEC. 43-170 of the Dallas City Code and made available in Appendix B of this application packet.
- f. Attachment D: Documentary evidence of payment of ad valorem taxes on property within the city, if any, to be used in connection with the operation of the proposed shared dockless vehicle service.
- g. Attachment E: Documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance bond or irrevocable letter of credit required by SEC. 43-173 of the Dallas City Code.
- h. Attachment F: Three references from municipal bodies located in North America where the applicant is currently operating.
- i. Attachment G: Operator’s Privacy Policy.

### **Additional Required Materials Due Before Permitting**

An applicant who is notified that it has been selected as one of the three top-scoring applicants shall submit the following additional materials to DDOT before a permit can be issued:

1. Executed performance bond or irrevocable letter of credit as required by SEC. 43-173 of the Dallas City Code, the form of which is made available in Appendix C of this application packet for your reference. Appendix C also includes the bonding requirements information form that must be completed by the applicant if the applicant intends to execute a

performance bond, as well as a sample draft of the performance bond the applicant would be required to execute.

2. Vehicle Fee for the maximum number of units the Operator agrees to deploy. If the Operator plans to deploy the maximum allowable number of 500 units at permit initiation, the fee would be \$17,500. The fee must be electronically transferred to the City of Dallas's account using the wiring instructions found on page 3.
3. Unit Inventory List in an electronic spreadsheet, listing the unique identifier of every device that may be deployed by the Operator.
4. Access to a documented web-based application programming interface (API) capable of providing fleet information and anonymized information for each trip, in compliance with the requirements in Section 9 of the Program Rules.

### **Question and Answer Session**

Program staff will hold a Question and Answer Session on **Wednesday, April 17, 2024 at 3:00 PM CST**, through a virtual meeting. Questions must be submitted in writing no later than Monday, April 15, 2024, to [ddotplanning@dallas.gov](mailto:ddotplanning@dallas.gov). Only clarifying questions will be allowed during the sessions. The number of attendees is limited to three per Operator. Please RSVP for all attendees by sending a list of attendees' emails to [ddotplanning@dallas.gov](mailto:ddotplanning@dallas.gov) by Monday, April 15, 2024 and a virtual meeting invitation will be sent to these addresses. All questions and answers will be posted to the City of Dallas Shared Dockless Vehicle Program website and distributed to the attendees the day following the session. No further questions will be considered after this session.

### **Shared Dockless Vehicle Deployment Plan**

As part of the application packet, the Operator shall provide a Shared Dockless Vehicle Deployment Plan, referred to herein as "the Deployment Plan". The Deployment Plan will be used to score the Operator's application, and is based on the sections in the Program Rules as well as the Driving Principles in the Strategic Mobility Plan (*Connect Dallas*). It must be formatted as a searchable PDF or Word document, a maximum of 40 pages in length, and a minimum 10-point font. The Operator must provide responses to all items for the application to be considered complete. The Operator shall indicate clearly which items are covered in which sections of the document. If for a given question the applicant wishes to refer reviewers to another section of the application, they must refer to the section by question number (e.g., 1e). Information that is not referenced in this manner will not be considered in that question's score.

Items that will require a demonstration are denoted with an asterisk (\*).

#### **1. Equipment**

- 1a. Device Specifications: Provide images and specification information of all devices to be deployed in this permitting term. Explain to what extent the devices conform to the requirements for bicycles, electric bicycles, and/or motor-assisted scooters in the Texas Transportation Code.
- 1b. How Required Information Will Be Displayed On Devices: Describe and provide image(s) demonstrating how and where all of the required information will be displayed on the shared dockless vehicle devices the Operator plans to deploy, including:
  - i. A legible company logo

- ii. A unique identification number in 1-inch font on the front of the unit
  - iii. "No Sidewalk Riding" information
  - iv. Information on how to submit complaints about the vehicle to the Operator
- 1c. GPS Capability\*: Describe how the Shared Dockless Vehicle devices are equipped with active GPS technology capable of providing real-time location data 24/7 when the devices are deployed. Describe the level of accuracy, consistency, and reliability of the GPS technology, and how the Operator is notified if and when the GPS technology malfunctions.
- 1d. Front and Rear Lights: Provide information on the front and rear lights on the devices the Operator plans to deploy: color, placement, lumens, operations. Is there a white light on the front that is visible from a distance of 500 feet? What mechanism ensures the front light stay on for the entire ride and at least 90 seconds after the device has stopped?
- 1e. Safety Features\*: Describe device standards and safety assurances. Describe to what extent the device is road-worthy and has features to improve or promote safety. Provide a link to a company safety plan or manual, if available.
- 1f. Slow and No Ride Zone Notification\*: Describe the ability of the devices or Operator technology to notify users that they are about to enter a No-Ride Zone or Slow-Ride Zone.
- 1g. Slow and No Ride Zone Detection\*: Describe the ability of the Operator's technology devices to detect when a device is approaching a No-Ride Zone, Slow Ride Zone, or sidewalks, the average level of accuracy, and the ability to stop or slow a device that enters one of these areas.
- 1h. Maintenance Plan: Provide a maintenance plan that describes:
- i. How the Operator detects safety or maintenance issues with a device
  - ii. When, how, and where the devices will be cleaned and repaired
  - iii. The frequency of cleaning and maintenance
  - iv. The waste management process
  - v. Any processes or strategies the Operator uses to proactively prevent safety or operational issues due to insufficient maintenance

## 2. Fleet Size and Distribution

- 2a. Fleet Size: How many units is the Operator requesting to deploy (up to 500). The total should be broken out by device type.
- 2b. Rebalancing Plan: Describe how the deployed fleet will be rebalanced each day to be in compliance with the relevant requirements in the Program Rules, including:
- i. The timing, frequency, and Operator staffing capabilities
  - ii. Examples of the stated procedure being successfully implemented in other markets

## 3. Operations

- 3a. Compliance with Operating Hours\*: Describe how the devices will be shut down in a safe manner by the designated end of the allowed Hours of Operation as written in the Shared Dockless Vehicle Program Rules daily, including how users are notified that the end of operating hours is approaching.
- 3b. Age Limit Verification and Confirmed Payment Source: Describe the process that would be used for verifying that riders meet the required age limit and ensuring active rentals are limited to one device per verified ID, and have a confirmed payment

source. If applicable, what process is used to verify that all riders meet the required age limit during “group ride” sessions, where one app user may unlock multiple devices? How does this process successfully prevent underage riding? Provide examples of previous implementation.

- 3c. Detection of Multiple Riders\*: Does the device have a way to detect the presence of more than one rider on a shared dockless vehicle and stop the trip or take other proactive measure? Please describe.
- 3d. Education Plan: Identify the Operator's plan to educate users on all applicable laws in the City of Dallas, including minimum age, parking requirements, and prohibition of sidewalk riding, through the Operator's smartphone application and through any other channels. Provide information on how this plan has provide successful at educating riders and promoting compliant behaviors in other markets, if available.
- 3e. Rider Accountability Measures: Describe any rider accountability measures that the Operator commits to implementing, how the Operator would monitor compliance with applicable laws, such as no riding on sidewalks and no wrong-way riding, any technology solutions that allow monitoring, and any commitment the Operator makes to addressing noncompliant users.
- 3f. Data Sharing: Describe the Operator's ability and timeline to support the Mobility Data Specification, as defined in the Shared Dockless Vehicle Program Rules.

#### **4. Parking**

- 4a. Identification of Bike Rack and Parking Corral Locations: Describe method of identifying designated parking spots through smartphone application. Provide examples from other markets.
- 4b. End-of-Trip Photos: Provide photos and a description of how riders will be instructed to take a correct-end-of trip photo, and how end-of-trip photos will be reviewed for compliance.
- 4c. Responding to Complaints: Describe the process that the Operator would use for intaking complaints, the resources and process that would be used to ensure complaints are addressed within the required response times, and how the complaint receipt and resolution times would be recorded for viewing by City staff. Provide examples, if available, of how this process has proved successful in other markets.

#### **5. Communication and Customer Service**

- 5a. Complaint Education Plan: Describe the Operator's plan to communicate to users and non-users on how to report complaints. Has this plan proved successful at educating riders and the public in other markets?
- 5b. Staffing Plan: Describe what the Operator's staffing and customer service operations will look like if permitted, including staff who are employees, staff from staffing agencies and/or independent contractors, and their roles for customer service, operation, and maintenance of the Operator's shared dockless vehicle service. Will this enable 24/7 customer service?

#### **6. User Privacy**

- 6a. Operator's Privacy Policy: Provide the Operator's privacy policy and disclosure language to which riders must agree, to be included with the application as Attachment E.

6b. Compliance With User Privacy Requirements: Describe how your company will comply with the Data Privacy Requirements of the Program Rules. Is there anything your company do in addition to what is in the Program Rules to promote user privacy.

## 7. Equity

- 7a. Promoting Access in Low-Income Areas: Identify any ways in which your company will promote access to and utilization of shared dockless vehicles in low-income and historically underserved areas. This may include examples of how the Operator has approached deployment to low-income and underserved area in other markets.
- 7b. Discounted Pricing: Would the Operator provide discounted pricing for low-income or disadvantaged users? Would the Operator engage in community partnerships to increase public knowledge about the availability of discounted pricing? Please describe and provide examples of previous implementation, if available.
- 7c. Additional Languages: Will the Operator provide information in its mobile applications and/or online platforms in languages other than English? Please list other languages and what platforms they will be available on.

## 8. Environmental Sustainability

- 8a. Reducing Single Occupancy Vehicle Trips: Will the Operator take any actions to reduce single occupancy vehicle trips by staff during operations (e.g., conducting rounds on bike/scooter instead of in a vehicle, using a removable battery thus eliminating the need to haul each shared dockless vehicle to be recharged, etc.)? Please describe.
- 8b. Other GHG Reduction Initiatives: Are there other ways in which the Operator seeks to reduce greenhouse gas emissions (e.g., charging device batteries using renewable energy sources, using vehicles for daily operations that are powered using renewable energy sources, etc.).
- 8c. Electric Batter Disposal/Recycle Process: Describe your company's electric battery and shared dockless vehicle disposal/recycle process.

## Scoring

Program Staff will review each application for completeness in an Initial Screening process. Applicants must answer all questions in the application and provide all required information listed under the Submission Instructions section. Elements subject to review during the Initial Screening include application completeness, compliance with format requirements, and shared dockless vehicle device requirements. Program Staff reserve the right to request clarification from applicants prior to rejecting an application for failure to meet the Initial Screening requirements. Clarification are limited exchanges between Program Staff and an applicant for the purpose of clarifying certain aspects of the application, and will not provide an applicant the opportunity to revise or modify its application. Applicants that pass the Initial Screening process will proceed to the scoring process described below.

Applications will be scored by an application review committee made up of City staff. Each application section is eligible for the following maximum scores:

- |              |    |
|--------------|----|
| 1. Equipment | 35 |
|--------------|----|



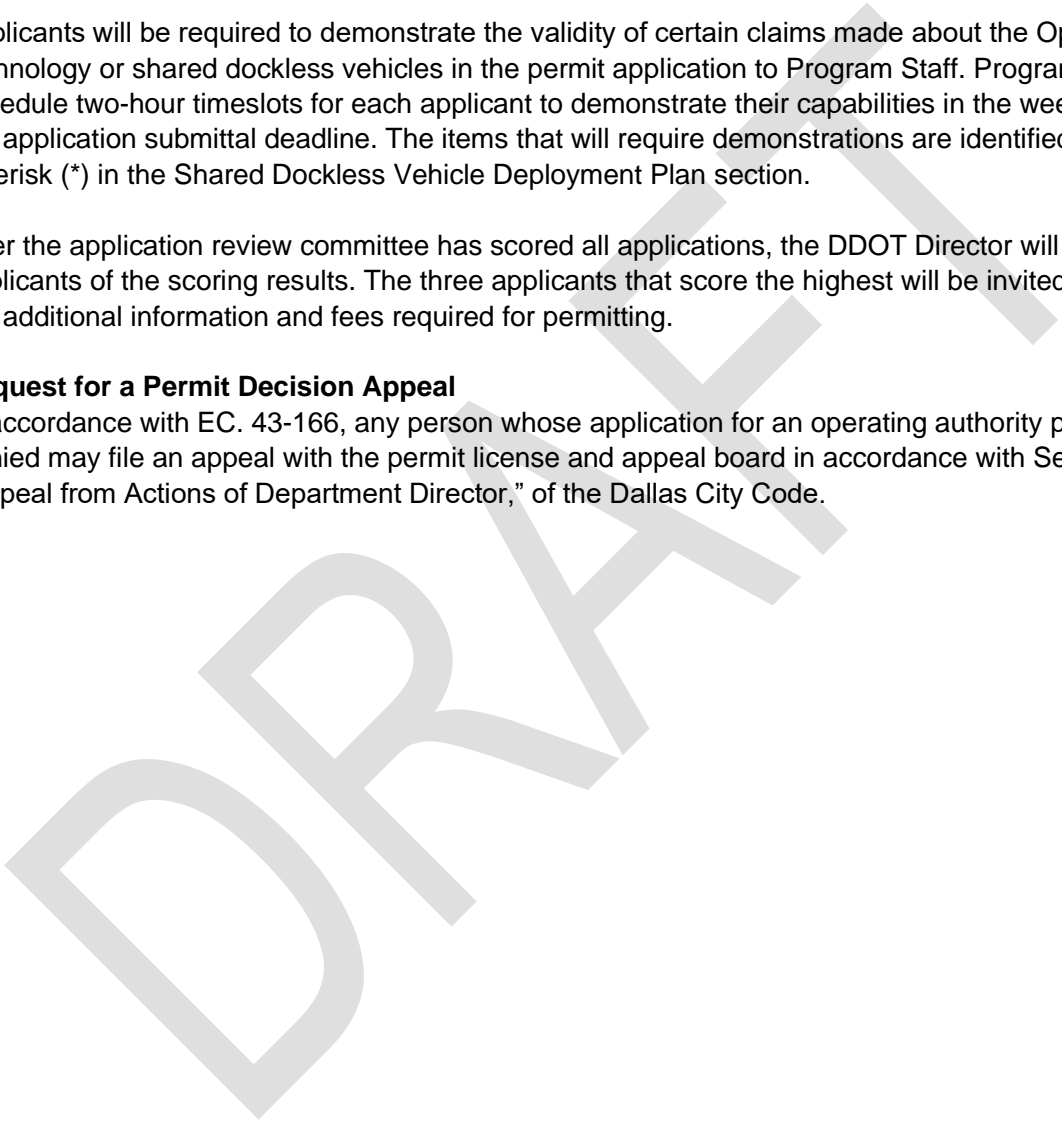
2. Fleet Size and Distribution	5	
3. Operations	20	
4. Parking	10	
5. Communication & Customer Service	8	
6. User Privacy	7	
7. Equity	10	
8. Environmental Sustainability	5	
<b>TOTAL</b>		<b>100 points</b>

Applicants will be required to demonstrate the validity of certain claims made about the Operator’s technology or shared dockless vehicles in the permit application to Program Staff. Program Staff will schedule two-hour timeslots for each applicant to demonstrate their capabilities in the week following the application submittal deadline. The items that will require demonstrations are identified with an asterisk (\*) in the Shared Dockless Vehicle Deployment Plan section.

After the application review committee has scored all applications, the DDOT Director will notify all applicants of the scoring results. The three applicants that score the highest will be invited to submit the additional information and fees required for permitting.

**Request for a Permit Decision Appeal**

In accordance with EC. 43-166, any person whose application for an operating authority permit is denied may file an appeal with the permit license and appeal board in accordance with Section 2-96, “Appeal from Actions of Department Director,” of the Dallas City Code.



## Appendix A: Indemnity Agreement

In the event your company is issued a permit based on this application, you agree to be bound and obligated by the following:

**OPERATOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY FALSE STATEMENT MADE BY OPERATOR ON OR IN CONNECTION WITH THE SHARED DOCKLESS VEHICLE PROGRAM OPERATING AUTHORITY PERMIT APPLICATION SUBMITTED BY OPERATOR; BY OPERATOR'S FAILURE TO COMPLY WITH ANY LAW OR REQUIREMENT APPLICABLE TO AN INDIVIDUAL OR COMPANY ISSUED A SHARED DOCKLESS VEHICLE OPERATING PERMIT OR THE OPERATION OF A SHARED DOCKLESS VEHICLE SERVICE IN THE CITY OF DALLAS; OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OPERATOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE OPERATION OF A SHARED DOCKLESS VEHICLE SERVICE IN THE CITY OF DALLAS, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF OPERATOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF CITY AND OPERATOR AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OPERATOR AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF ANY SHARED DOCKLESS VEHICLE OPERATING PERMIT, INCLUDING ANY RENEWAL PERMIT, ISSUED TO OPERATOR.**

\_\_\_\_\_

a \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## Appendix B: Insurance Requirements

### SEC. 43-170. INSURANCE REQUIREMENTS.

- (a) An operator shall procure and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by an insurance company that:
  - (1) is authorized to do business in the State of Texas;
  - (2) is acceptable to the city; and
  - (3) does not violate the ownership or operational control prohibition described in Subsection (e) of this section.
- (b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a shared dockless vehicle.
- (c) An operator shall maintain the following insurance coverages:
  - (1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of \$1 million for each occurrence, with a \$2 million annual aggregate.
  - (2) If an operator will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of \$500,000 per occurrence.
  - (3) Worker's compensation insurance with statutory limits.
  - (4) Employer's liability insurance with the following minimum limits for bodily injury by:
    - (A) accident, \$500,000 per each accident; and
    - (B) disease, \$500,000 per employee with a per policy aggregate of \$500,000.
  - (5) Cyber/technology network liability and risk insurance, inclusive of information security and privacy with minimum limits of \$1 million per claim.
- (d) Insurance required under this article must:
  - (1) include a cancellation provision in which the insurance company is required to notify the director in writing not fewer than 30 days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
  - (2) include a cancellation provision in which the insurance company is required to notify the director in writing not fewer than 10 days before cancelling for non-payment;
  - (3) include an endorsement to waive subrogation in favor of the city and its officers and employees for bodily injury (including death), property damage, or any other loss.
  - (4) cover all shared dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the operator's business;
  - (5) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;
  - (6) require notice to the director if the policy is cancelled or if there is a reduction in coverage; and
  - (7) comply with all applicable federal, state, and local laws.
- (e) No person who has a 20 percent or greater ownership interest in the operator may have an interest in the insurance company.
- (f) An operator may not be self-insured.
- (g) Any insurance policy required by this article must be on file with the city within 45 days of the issuance of the initial operating authority permit, and thereafter within 45 days of the expiration or termination of a previously issued policy.

## Appendix C: Performance Bond or Irrevocable Letter of Credit

### SEC. 43-173. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT.

Before issuance of an operating authority permit, the operator shall give the director a performance bond or an irrevocable letter of credit approved as to form by the city attorney.

- (1) A bonding or insurance company authorized to do business in the State of Texas and acceptable to the city must issue the performance bond. A bank authorized to do business in the State of Texas and acceptable to the city must issue the irrevocable letter of credit.
- (2) The performance bond or irrevocable letter of credit must list the operator as principal and be payable to the city.
- (3) The performance bond or irrevocable letter of credit must remain in effect for the duration of the operating authority permit.
- (4) The amount of the performance bond or irrevocable letter of credit must be at least \$10,000.
- (5) Cancellation of the performance bond or irrevocable letter of credit does not release the operator from the obligation to meet all requirements of this article and the operating authority permit. If the performance bond or irrevocable letter of credit is cancelled, the operating authority permit shall be suspended on the date of cancellation and the operator shall immediately cease operations until the operator provides the director with a replacement performance bond or irrevocable letter of credit that meets the requirements of this article.
- (6) The city may draw against the performance bond or irrevocable letter of credit or pursue any other available remedy to recover damages, fees, fines, or penalties due from the operator for violation of any provision of this article or the operating authority permit.

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## Appendix C: Performance Bond or Irrevocable Letter of Credit

### COMPLETE THE FOLLOWING

#### PERFORMANCE BOND REQUIREMENTS

1. Complete legal name of Operator's business: \_\_\_\_\_
2. Surety company's legal name (must be an insurance company, not an insurance agent). This is the company providing the performance bond for the Operator.  
\_\_\_\_\_
3. Surety's Address: \_\_\_\_\_
4. Email: \_\_\_\_\_ Phone: \_\_\_\_\_
5. Surety's State of Incorporation: \_\_\_\_\_
6. Name of Attorney-In-Fact for Surety Company: \_\_\_\_\_ Phone: \_\_\_\_\_
7. The name, address, phone number, and email address of the Resident Agent of the Surety Company in Dallas County, Texas. (This must be the name of the natural person residing in Dallas County, Texas; the address must be a street address and not a Post Office box number.)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Appendix C: Performance Bond or Irrevocable Letter of Credit

### SAMPLE FORM OF PERFORMANCE BOND

Bond. No. \_\_\_\_\_  
Permit No. \_\_\_\_\_

#### PERFORMANCE BOND

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, a \_\_\_\_\_ corporation, whose local address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Dallas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Obligee, in the penal sum of **DOLLARS (\$ \_\_\_\_\_)** plus 10 percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Permit and/or Principal's operation of a shared dockless vehicle service in the City of Dallas in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased to the amount to which any Ordinance which amends the Dallas City Code increases the amount of the performance bond required under Section 43-173 of the Dallas City Code, but in no event shall an Ordinance which amends the Dallas City Code to reduce the amount of the performance bond required under Section 43-173 of the Dallas City Code decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the City of Dallas, the Obligee, issued Principal a certain Permit to operate a shared dockless vehicle service within the City of Dallas, identified by Permit Number \_\_\_\_\_, which Permit is effective beginning the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_, and a copy of which Permit is hereto attached and made a part hereof.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Permit and operate its shared dockless vehicle service in accordance with all applicable laws and requirements pertaining to the Permit and/or Principal's operation of a shared dockless vehicle service in the City of Dallas, as same may be amended, including Title 7 of the Texas Transportation Code, Chapter 9 of the Dallas City Code, Section 28.41.1.1 of the Dallas City Code, Article X of Chapter 43 of the Dallas City Code, and the Shared Dockless Vehicle Program Rules, during the original term of the Permit and any renewal thereof which may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Permit, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Permit that may hereafter be made and comply with any modifications to any laws or requirements applicable to the operation of a shared dockless vehicle service in the City of Dallas, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Obligee from all costs and damages which Obligee may suffer by reason of failure to so perform or comply herein and shall fully reimburse and repay Obligee all outlay and expense which the Obligee may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or any amendment to any law or requirement applicable to the Principal's operation of a shared dockless vehicle service in the City of Dallas shall in anywise 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 Permit or such any amendment to any applicable law or requirement.

Notwithstanding the provisions of the Permit, the bond shall apply from \_\_\_\_\_ until \_\_\_\_\_, and may be extended by the Surety by Continuation Certificate or a new bond. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

**THE SURETY SHALL MAIL 60 DAYS WRITTEN NOTICE TO THE OBLIGEE IN THE EVENT SURETY ELECTS NOT TO EXTEND THE TERM OF THIS BOND OR PROVIDE A NEW BOND.**

Any action brought under this Bond must be brought within two (2) years after the expiration or termination of the Permit, including any renewals.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Section 3503.003 of the Insurance Code, Vernon's Texas Codes Annotated.

IN WITNESS WHEREOF, this instrument is executed in four (4) copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

PRINCIPAL:

a \_\_\_\_\_ corporation

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
President

ATTEST:

SURETY:

a \_\_\_\_\_ corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

The Resident Agent of the Surety in Dallas County, Texas for delivery of notice and service of process is:

NAME:

TELEPHONE:

STREET ADDRESS:

(NOTE: Date of Performance Bond must be date of Permit. If Resident Agent is not a corporation, give a person's name.)

DRAFT