

AMENDMENT NO. 1 TO RIGHT-OF-WAY LICENSE AGREEMENT FOR DOCKLESS VEHICLE VENDOR

This Amendment Number 1 (“Amendment”) is to the License Agreement between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and Skinny Labs, Inc. d/b/a Spin (“Licensee”), having its offices at 450 Mission Street, Suite 400, San Francisco, CA 94105.

Recitals:

Whereas, City and Licensee entered into a License Agreement (“Agreement”) dated July 1, 2021 to permit Licensee to deposit its motorized scooters in City owned or used and regulated rights of way (“ROW”) for purposes of holding them out for rent or shared use;

Whereas, the Ann Arbor City Council’s approval of the Agreement by Resolution R-21-226 dated June 21, 2021 authorized a one-year initial term with two additional one-year renewals of the License Agreement, at the City Administrator’s discretion;

Whereas City and Licensee renewed the Agreement for an additional one-year term by a renewal of the License Agreement dated September 20, 2022;

Whereas, City and Licensee desire to amend the Agreement to specifically allow for the deployment of Licensee’s e-bicycles in addition to motorized scooters, in City owned or used and regulated ROW for purposes of holding them out for rent or shared use and agree that the terms of this First Amendment will be incorporated into the Agreement;

Now therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree to amend the Agreement as follows:

1. **Section 1 Term** is amended to read as follows:

Unless earlier lawfully terminated, the term of this Agreement shall be for one year. The initial one-year term began on July 1, 2021 and was subsequently renewed for an additional one year term on September 30, 2022. This Agreement may be renewed by the City Administrator for a total of two additional one-year periods, subject to the same terms and conditions by providing Licensee written notice thirty (30) days before the expiration date of this Agreement.

Licensee’s insurance and indemnity obligations under this Agreement shall survive expiration or termination of this Agreement.

2. **Section 2 License** is amended to read as follows:

Subject to this Agreement’s terms and conditions, City grants Licensee a temporary, non-exclusive license to leave, park, or deposit (“Park”) no more than 500 bicycles, e-bikes, e-scooters, skateboards, or other small, wheeled vehicles that are not “motor vehicles” under the Michigan Vehicle Code (“Scooters”) in the ROW (the “License”) – 250 of which may be licensed and managed by the University of Michigan and 250 of which may be licensed and managed by the City of Ann Arbor. City’s grant of such license shall include no more than 100 e-bicycles, 50 of which will be managed and licensed by City and the

other 50 of which will be managed and licensed by the University of Michigan.

Nothing in this Agreement shall be construed to grant Licensee any other rights or interests in the ROW. The License shall not be deemed or construed to create an easement, lease, fee, or any other interest, in the ROW, shall be personal to Licensee, and shall not run with the land. Licensee shall not record this Agreement or any memorandum of it. City may terminate this Agreement, as provided under its terms, without the need for court action or court order and shall not be deemed to breach the peace as a result of such termination or other exercise of self-help under this Agreement.

3. **Section 3 Consideration** is amended to read as follows:

As consideration for the License and reimbursement for City's costs and expenses associated with this Agreement and the License, and in addition to any other monetary obligation it has to the City, Licensee shall pay City: (1) \$5,000 upon the Effective Date and, (2) \$1 per day per Scooter permitted by the License, for a total of \$73,000 (based on having 200 Scooters operating in the City for 365 days), or \$0.20 per day per Scooter permitted by the License when also operating e-bikes, for a total of \$18,250 (based on having 200 Scooters and 50 e-bikes operating in the City for 365 days) and, (3) any other of the City's actual direct costs paid or payable in accordance with the established accounting procedures generally used by the City and which the City uses in billing third parties for reimbursable projects ("Costs") arising from this Agreement or from Licensee's failure to comply with it. If a fee share agreement is in place with a third party (e.g. the University), the Licensee will be expected to remit payment accordingly at the direction of the City.

Licensee shall, upon the City's request, provide the City with any documents or data appropriate for the City to calculate its entitlement under this section.

City may invoice Licensee for its due monetary obligations under this Agreement at intervals as City deems appropriate. Licensee shall pay such invoices within 14 days.

4. All terms, conditions, and provisions of the Agreement, unless specifically modified above, are to apply to this Amendment No. 1 and are made a part of this Amendment No. 1 as though expressly rewritten, incorporated, and included herein.

5. This Amendment No. 1 shall be binding on the Parties' heirs, successors, and assigns.

FOR LICENSEE,
A California business corporation

FOR THE CITY OF ANN ARBOR,
A Michigan municipal corporation

DocuSigned by:
Brit Moller
By _____
Name: Brit Moller
Its: Head of Public Policy
Date: 2/17/2023 | 5:13 PM PST

By _____
Milton Dohoney, Jr.
Its: City Administrator
Date: _____

Approved as to substance:

Brian Steglitz, Public Services Area
Administrator

Approved as to form and content:

Atleen Kaur, City Attorney

Jaqueline Beaudry, City Clerk

Christopher Taylor, Mayor