



## SHARED MICRO-MOBILITY PERMIT APPLICATION AGREEMENT

Department of Transportation  
200 East Santa Clara Street - 8th Floor, San Jose, CA 95113  
(408)535 -3850 - [micro.mobility@sanjoseca.gov](mailto:micro.mobility@sanjoseca.gov)

Business Name	
Mailing Address	
Physical Address	
Business Phone	
Business Email Address	
Company Website	
City of San Jose Business License Number	
Primary Contact Information	
Primary Contact Title	
Primary Contact Direct Phone	
Primary Contact Email Address	

By signing this application agreement, the applicant verifies that all information provided here and in the online application is true and that, if issued a permit, the applicant agrees to comply with all requirements and regulations in the Shared Micro-Mobility Permit Program, including all provisions in Chapter 11.92 of the San Jose Municipal Code. The applicant also agrees to keep all information current and to immediately notify the City of any changes to its business or program.

As a condition of this Permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance of or decision to approve the permit, the process used by the City in making decisions, the Operator's (including its officers, managers, employees, Operators, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, Operators, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator's device, property or equipment by any person, except such loss or

damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this Agreement shall survive the termination of the Permit.

Complete the online application at [www.sanjoseca.gov/micro-mobility](http://www.sanjoseca.gov/micro-mobility) and send this printed, wet-signed agreement and the \$1,953 non-refundable Shared Micro-Mobility Annual Permit Application Fee to:

City of San Jose

ATTN: Micro-Mobility

200 E. Santa Clara St., 8th Floor

San Jose, CA 95113

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Name and Title of Authorized Company Representative Signing this Agreement

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Signature Date