



# ON-STREET CAR SHARE VEHICLE PARKING PERMIT APPLICATION

Application Type (check one):     New     Renewal     Transfer/Temporary for space number \_\_\_\_\_

**Applicant Information**

Name of Car Share Organization Applicant			
Contact Name			
Mailing Address			
Phone Number 1		Phone Number 2	
Email Address			

**Location Information**

Designated On-Street Car Share Parking Space Number		Location Description	
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Applicant certifies that any vehicle utilizing this parking space meet the following criteria:

<input type="checkbox"/>	The Car Share Vehicle may only be available to members by reservation on an hourly basis, or in smaller intervals, and at rates which vary by time or by time and distance.
<input type="checkbox"/>	The Car Share Vehicle is available to members at an unstaffed self-service location and available for pick-up by members on a twenty-four hour, seven day per week basis.
<input type="checkbox"/>	The Car Share Vehicle is available to members for rental at least seventy-five (75) percent of the time during any given month when the vehicle is parked in the parking space at any time during that month.
<input type="checkbox"/>	Automobile insurance is provided for the Car Share Vehicle for each member using the vehicle during the period of use.
<input type="checkbox"/>	The emblem of the Car Share Organization is prominently displayed on both sides of the vehicle utilizing the space.
<input type="checkbox"/>	The Car Share Vehicle is less than seventy-two (72) inches in height.
<input type="checkbox"/>	The Car Share Vehicle emits low levels of emissions for the applicable vehicle class.

**ON-STREET CAR SHARE VEHICLE PARKING PERMIT TERMS AND CONDITIONS**

**1.     Indemnification**

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly or indirectly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its subpermittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

**2.     Designation of On-Street Car Share Vehicle Parking Spaces**

Permittee understands that the SFMTA has final authority over the number and location of on-street Car Share Vehicle Parking Spaces to be designated for the exclusive use of Car Share Vehicles. Permittee further understands that designation of such Parking Spaces are

## **SFMTA – On-street Car Share Vehicle Parking Permit Application**

subject to approval by resolution of the SFMTA Board of Directors. The SFMTA reserves the ability to temporarily or permanently remove any designated Car Share Vehicle Parking Space for any reason.

### **3. Permit Revocation**

The SFMTA reserves the right to revoke a Car Share Vehicle Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the SFMTA. A notice of revocation may also be placed on the Car Share Vehicle to which the Car Share Vehicle Permit was issued.

The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the SFMTA revokes a Car Share Vehicle Permit, Permittee shall remove the Car Share Vehicle from the designated Car Share Vehicle Parking Space within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.

If the Permittee wishes to contest the revocation of a permit, the Permittee may call (415) 701-5400 or email [MTAHearings@sfmta.com](mailto:MTAHearings@sfmta.com) to explain any basis for why the permit should not be revoked.

In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Car Share Vehicle Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the Car Share Vehicle from the designated Car Share Vehicle Parking Space.

### **4. Maintaining Car Share Vehicle Parking Space**

Permittee shall be responsible for maintaining the designated Car Share Vehicle Parking Space and twenty-five feet in front and behind the space. Permittee shall maintain this area in such a manner that it shall remain free of debris, trash, glass, garbage, or other obstacles at a level consistent with the surrounding parking spaces to the satisfaction of the SFMTA and Department of Public Works. Permittee shall sweep and clean the parking space as needed and as determined by SFMTA.

### **5. Car Share Signage**

Only the SFMTA can approve and install signage and sidewalk and/or street markings designating a Car Share Vehicle Parking Space in or around the on-street parking space. Permittee shall not install, paint or mark any other signs, markings, or other demarcations on City property including on the street or the sidewalk.

Only the SFMTA can remove signage and sidewalk and/or street markings designating a Car Share Vehicle Parking Space in or around the on-street parking space. SFMTA is not responsible for any damage caused to Permittee installed signage and/or markings. Permittee can recover any such signage from the SFMTA Sign Shop (415-558-7936).

The SFMTA is not responsible for any damage caused to signs and/or markings that the permittee has provided to SFMTA.

### **6. Compliance with Applicable Law**

Permittee represents and certifies, under penalty of perjury, that the Car Share Organization and the Car Share vehicle on whose behalf the Permittee is seeking this permit is in compliance with all California Vehicle Code requirements, Car Share Vehicle Parking Permit requirements, and Car Share Organization criteria set forth in the City's Transportation Code.

### **7. Compliance with Additional Terms and Conditions**

Permittee agrees to comply with any and all additional written terms and conditions required by the SFMTA for participation in the On-Street Car Share Program. Permittee acknowledges that these written terms and conditions may be changed, amended, or revised at any time by the SFMTA upon written notification to the Permittee. By acceptance of a Car Share Vehicle Parking Permit, Permittee agrees to comply with any changed, amended or revised written terms and conditions within thirty (30) days of written notification by the SFMTA. Failure to comply with any or all terms and conditions required by the SFMTA for participation in the On-Street Car Share Program can result in the revocation of any or all Car Share Vehicle Permits issued to the Permittee upon written notice of revocation by the SFMTA.

**By signing this application, the applicant verifies on behalf of the Car Share Organization that all the information provided is true, that any vehicle utilizing this parking space will only be used only for car share related purposes and that applicant agrees to the attached On-Street Car Share Vehicle Parking Permit Terms and Conditions.**

Applicant Signature	
Print Name & Date	