



# SHARED ELECTRIC MOPED ON-STREET PARKING PERMIT APPLICATION

v. 5/1/23

**Application Type** (check one):     New     Renewal

**Applicant Information**

Name of Shared Electric Moped Organization Applicant			
Contact Name			
Business Address			
Mailing Address (if different)			
Phone Number 1		Phone Number 2	
Email Address			

**Application Requirements**

1. Attach a list of electric mopeds for which an On-Street Shared Electric Moped Parking Permit is sought, and for each electric moped provide:
  - a) Vehicle Identification Number (VIN)
  - b) California DMV plate number
  - c) Proof of ownership including a copy of the DMV vehicle registration certificate
  - d) If the applicant has created a unique identification number for each individual moped, that number shall be provided to the SFMTA

Initial permit application must be for at least 100 electric mopeds; subsequent applications can be for fewer permits.

2. Applicant certifies that all electric mopeds for which a permit is granted meet the following criteria:

<input type="checkbox"/>	The moped may only be available for shared use by reservation on an hourly basis, or in smaller intervals.
<input type="checkbox"/>	The moped is available to users at an unstaffed self-service location and available for pick-up by members on a twenty-four hour, seven days per week basis.
<input type="checkbox"/>	The moped is registered to the Applicant and shall only be used for shared electric moped related purposes.
<input type="checkbox"/>	Liability insurance is provided for each user using the moped during the period of use.
<input type="checkbox"/>	SFMTA permit decal must be displayed on the permitted moped at all times.
<input type="checkbox"/>	The emblem of the Shared Electric Moped Organization is prominently displayed on both sides of the moped.
<input type="checkbox"/>	A customer service phone number for the Shared Electric Moped Organization is prominently displayed on the moped.
<input type="checkbox"/>	Permits will be issued to a specific vehicle and are non-transferrable.
<input type="checkbox"/>	Applicant will surrender any revoked permits in accordance with the instructions included in the notice of revocation.

3. Applicant must provide to the SFMTA accurate and authenticated data on its entire permitted fleet through documented Application Programming Interfaces (APIs) built to the **Mobility Data Specification (MDS)** version 1.1 available at:

<https://github.com/openmobilityfoundation/mobility-data-specification>

as well as APIs that conform to the **General Bikeshare Feed Specification (GBFS)** version 2.2 available at:

<https://github.com/NABSA/gbfs/>

### **MDS resource requirements**

Only the `/trips`, `/status_changes`, and `/vehicles` endpoints in the Provider API are required. In the `/trips` endpoint, the `route` field shall only contain the start and end points of the trip.

Data must be exposed for all mopeds operating within the City of San Francisco, not just the Applicant's service area.

Applicant will retain data and keep it accessible via all required endpoints for at least two years after it is generated.

Data will be available in the `/trips` and `/status_changes` no more than one hour after events have occurred. Data will be available in the `/vehicles` endpoint per the MDS specification (i.e., no more than 5 minutes out-of-date).

The API endpoints will be available 99.5% of the time over the course of a year.

Response Time: 85% of TCP API replies within 1.5 seconds, and 99.5% of TCP replies within 4 seconds of receiving a request over the course of a month.

### **GBFS resource requirements**

Applicant must provide both a publicly accessible standard GBFS API and a private extended GBFS API with appropriate authentication for SFMTA.

The public GBFS API must contain the following endpoints and all fields required under the GBFS specification:

- `gbfs.json`
- `system_information.json`
- `free_bike_status.json`
- `vehicle_types.json`

Applicant must make the public GBFS API available on the open internet without requiring authentication.

Applicant shall register their public API with the North American Bikeshare Association GBFS systems catalog at:

<https://github.com/NABSA/gbfs#systems-catalog---systems-implementing-gbfs>

Data contained in the API shall be offered to the public and SFMTA under a non-revocable license that allows the API data to be used, modified and shared without restriction beyond attribution.

Applicant shall inform SFMTA of the URL for the *gbfs.json* endpoint prior to deploying mopeds. Applicant must notify SFMTA at least 30 days prior to changing the URL of the *gbfs.json* endpoint.

Upon release of a new version of GBFS, Applicant must update their API to the new version within 90 days.

A private GBFS API with appropriate authentication for SFMTA shall be made available, based on GBFS version 2.2 and producing an extra endpoint called 'all\_bike\_status.json'. The data returned by a call to this API describes both mopeds that are out of reservation (available or disabled) and those that are in active use. The schema is identical to 'free\_bike\_status.json' but includes one additional field:

*idle\_time* (float): time, in seconds, since the moped was parked at its present location

For a moped in active use, the value of *lat*, *lon*, and *idle\_time* should be "null".

For any moped the value of *bike\_id* should be the unique identifier for that moped as displayed on the moped itself (e.g., license plate).

The SFMTA may change these requirements – including the versions and APIs required – at any time. Upon written notification to the permittees by the SFMTA that the SFMTA changed any such requirements, Applicant must put the new requirements into effect within 90 calendar days. The SFMTA intends to upgrade to MDS version 1.1 during the permit term.

4. Applicant agrees to provide the SFMTA with a monthly summary of utilization data for each permitted moped which shall include the:
  - Average number of mopeds in service for reported month
  - Number of reservations per day
  - Number of unique users per day
  - Average length of reservation (miles / time) for the reported month
5. Applicant will be required to survey its users about travel behavior, vehicle ownership, and Shared Electric Moped use, and share the anonymized survey results with the SFMTA at least once per year. The SFMTA will work with the Applicant to develop a survey for Shared Electric Moped Organizations to administer to their members.

**SHARED ELECTRIC MOPED 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. Permit Revocation**

The SFMTA reserves the right to revoke a Shared Electric Moped Parking 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.

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 Shared Electric Moped Parking Permit, Permittee shall remove the Shared Electric Moped Parking Permit from the designated Vehicle 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 Shared Electric Moped Parking 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.

**3. Compliance with Applicable Law**

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

**4. Compliance with Amended Terms and Conditions**

Permittee acknowledges that permit terms and conditions may be changed, amended, or revised at any time by the SFMTA with at least ninety days prior written notification to the Permittee. By acceptance of a Shared Electric Moped Parking Permit, Permittee agrees that it shall either (i) comply with any changed, amended or revised written terms and conditions within ninety (90) days of written notification by the SFMTA. or (ii) elect to return the Shared Electric Moped Parking Permits to the SFMTA. Failure to comply with any or all terms and conditions required by the SFMTA for participation in the Shared Electric Moped Parking Permit Program can result in the revocation of any or all Shared Electric Moped Parking Permits issued to the Permittee upon written notice of revocation by the SFMTA.

<b>By signing this application, the Applicant verifies on behalf of the Shared Electric Moped Organization that all the information provided is true, that any vehicle granted a Shared Electric Moped Parking Permit shall be used for shared electric moped related purposes and that Applicant agrees to the Shared Electric Moped Parking Permit Terms and Conditions.</b>	
Applicant Signature	
Print Name & Date	

<b>SFMTA USE ONLY</b>	
Permits Granted (list attached)	
Date Granted	
Date Expire	