

**DRIVEBOSTON**  
**LICENSES TO OCCUPY DEDICATED SPACES IN RIGHT OF WAY AND IN MUNICIPAL**  
**LOTS FOR CAR SHARE VEHICLES**

Licensee: Zipcar, Inc.  
Licensee Address: 35 Thomson Place  
Boston, MA 02201

Licenses: 001-125

Pursuant to Chapter 263 of the Acts of 1929, as amended, the Boston Transportation Department ("BTD") grants licenses to Licensee, subject to the terms and conditions attached hereto and to all applicable laws and policies, allowing Licensee the exclusive right to park its car share vehicles in the parking spaces further defined herein for the Term.

License Term:

This Agreement will take effect as of the date of last signature below and will remain in effect for three years. ("Term").

License Fee:

Zone A: \$1,750 per active license every six months with first payment due January 1, 2020  
Zone B-E: \$1,350 per active license every six months with first payment due January 1, 2020

Licensee shall be bound by all terms attached hereto. Licensee may not deviate from the terms of these licenses without prior written approval from BTD.

\* Licenses are revocable and in no way grant Licensee any property interest in the public way or in any public property owned by the City of Boston.

  
\_\_\_\_\_  
Gregory T. Rooney  
Acting Commissioner  
Boston Transportation Department

LICENSE AGREEMENT TO OCCUPY DEDICATED SPACES IN RIGHT OF WAY AND IN  
MUNICIPAL LOTS FOR CAR SHARE VEHICLES IN CONNECTION WITH CITY OF  
BOSTON'S DRIVEBOSTON PROGRAM

This License Agreement to Occupy Dedicated Spaces in the Right of Way and in Municipal Lots ("Agreement") is made and entered into as of the date of last signature below ("Effective Date") by and between the City of Boston, a municipal corporation, by and through its Transportation Department ("City"), and Zipcar, Inc., a corporation with a local principal place of business at 35 Thomson Place, Boston, MA 02210 ("Licensee").

Scope of License. The licenses granted by this Agreement entitles the Licensee's licensed car share vehicles to be parked without time limit, meter payment or requirement to relocate for street sweeping in dedicated spaces on the public right of way, and to be parked without time limit in dedicated spaces in municipal lots, for the Term, in exchange for payment of the License Fee. The dedicated spaces shall be reserved exclusively for Licensee's licensed car share vehicles for the Term. The Licensee agrees to occupy the public right-of-way and municipal lots only to the extent approved by the City. No deviation from the terms of this Agreement is allowed without the City's prior approval.

Licensee shall clean each Licensed Parking Space Location area from debris, dirt, leaves, trash, or other objects (i) consistent with the City's street sweeping schedule if the Licensed Parking Space Location is on-street, (ii) at a minimum every two weeks between March 1 and Nov. 30, and (iii) as reasonably requested by the City. Licensee shall use environmentally friendly cleaning solutions and chemicals available for these purposes. Licensee shall maintain a record of the dates and times of the cleaning of on street spaces and shall furnish such record(s) to the City upon request. The City reserves the right to remove the provisions set forth in the preceding three sentences with 30-day notice should parking spaces not be maintained to an acceptable standard as determined by the Commissioner of Transportation.

Term. This Agreement will take effect as of the date of last signature below and will remain in effect for three years. ("Term").

License Fee. Licensee shall pay the City a per license fee for the Term within 10 business days of the first of January and the first of July. The first installation, 10 business days from January 1, 2020, will be prorated according to when Licensed Parking Spaces become operational. If Licensed Parking Spaces are added or reduced per standards described herein or in the RFP, the license fee will adjust accordingly every six months. Fees for Licensed parking Spaces located in Zone A: Downtown Core/Seaport District are \$1,750 per space per six-month period, and Licensed Parking Spaces located in Zones B-E are \$1,350 per space per six-month period.

License fee payments shall be sent to the following address:

Boston Transportation Department  
Attn: Coleman G Flaherty  
1 City Hall Square  
Boston City Hall - Room 721  
Boston, MA 02201

Terms and Conditions.

1. Documents. The City's Request for Proposals, titled "Request for Proposals - Boston Vehicle Sharing Program (DriveBoston)" dated April 28, 2019," Licensee's RFP response titled "Zipcar Response to BTD Boston Vehicle Share Program (DriveBoston) Submittal" dated May 17, 2019, and all of the exhibits attached hereto are made a part of this Agreement by reference. Licensee agrees to be bound to the terms contained therein. The List of Licensed Parking Space Locations is attached hereto as Exhibit A. Licensee's Certificate(s) of Insurance are attached hereto as Exhibit B. Exhibit C depicts the signage and markings for on-street spaces and municipal lots.
2. Registration and Insurance for Vehicles; Vehicle Maintenance. Licensee shall ensure proper registration and insurance coverage of all licensed car share vehicles. Licensee shall properly maintain and repair all licensed car share vehicles including keeping them in a neat and clean condition, and shall provide all fuel and other supplies and parts necessary for safe operation at no cost to the City.
3. Compliance with Laws and Regulations, Permits and Approvals, and Taxes. Licensee shall comply with all applicable laws and regulations, shall obtain any necessary permits and approvals, and shall pay all applicable local, state, and federal taxes.
4. Parking Violations. Licensee shall pay parking violations issued to Car Share Vehicles in full upon notification of the violation unless the violation is being appealed. Licensee may appeal any parking violation it feels was issued in error. Appeals should be submitted monthly on a batch report form provided by the City of Boston. If the appeal is denied the Licensee must pay the violation in full upon notification of the denied appeal.
5. Press Releases. Licensee shall submit all press releases and other announcements concerning either its or the City's participation in the DriveBoston program to the City for approval prior to their release.
6. Signage, Markings. The following signage and markings will be installed at no cost to the City in connection with Licensee's dedicated spaces, as further depicted on Exhibit C:

#### Signage On-Street

- (i) Regulatory signs (12" x 18') at the beginning and end of space with arrows pointing to each other, indicating that they are reserved for car share vehicles;
- (ii) Licensee's sign with logo and 'boston.gov/drive-boston' centered at bottom (color) (12" x 9") placed below regulatory sign;
- (iii) Poles orange

#### Markings On-Street

- (i) Parking stall lines/box (white);
- (ii) Curbs painted orange with white "DriveBoston Parking Only" stencil on top of curb;
- (iii) Stencil markings with Licensee's logo (24" high, centered) (color or white);
- (iv) Pavement stencil "Reserved Drive Boston Parking Only" (white)

#### Signage in Municipal Lots

- (i) Regulatory signs (12" x 18') at each designated space indicating that they are reserved for car share vehicles;
- (ii) Licensee's sign with logo and 'boston.gov/drive-boston' centered at bottom (color) (12" x 9") placed below regulatory sign
- (iii) Tow vendor sign (12" x 5") white with black lettering placed below logo sign
- (iv) Poles orange

#### Markings in Municipal Lots

- (i) Parking stall lines in white;
- (ii) Stencil markings in rear half of space with Licensee's logo (24" high, centered) (color or white);
- (iii) "DriveBoston Parking Only" stencil in white (letters 12" high x 7" wide)

Licensee and City shall mutually agree upon a plan to fabricate, procure, and install all signage and markings noted above, however, Licensee shall reimburse the City, within thirty (30) days of receipt of City's invoice, for all costs incurred directly by the City to prepare Licensee's designated parking spaces and to restore them to their original condition upon termination or expiration of this Agreement, including the fabrication of signs and the removal and reinstallation of parking meters.

Licensee shall bear the cost of maintaining and if applicable, replacing said signs and pavement markings during the Term. In the event the City relocates a space pursuant to paragraph 8, the Licensee shall be responsible for all associated costs unless otherwise agreed to between the City and the Licensee.

7. Vehicle Identification. Licensee shall provide to the City a list of its vehicle fleet used for the DriveBoston program, with license plate numbers (the "List") in such a format that the City can upload the List into its electronic handheld ticket writing machines used by Parking Enforcement Officers to issue parking violation tickets. BTM shall maintain the List pursuant

to the terms of this license and the Licensee has the obligation to provide such List the first of every month and shall notify BTM of any changes.

8. Relocation of Spaces. The City shall be permitted to relocate a dedicated space at any time and for any reason. However, in the event the City relocates one or more of Licensee's dedicated spaces, whether on a temporary basis or for the remainder of the Term, it shall consult with Licensee and shall attempt to relocate the dedicated space to a location in close proximity to the original dedicated space. The costs of relocating a space shall be determined as set forth in paragraph 6 above.

If a construction or maintenance project necessitates a short-term (up to one month) or long-term (more than one month) removal of an existing licensed space, the City will work with Licensee to find a suitable alternative in the same zone (fee remains unchanged). The City will be responsible for providing temporary signage for the short-term parking station

Long-term removal will require new signage installation; The City will work with the contractor necessitating removal to try and coordinate payment of associated costs. If the City is unable to coordinate with the contractor, the Licensee will be responsible for covering associated costs and the City will allow the Licensee to deduct the cost from their next bi-annual fee paid to the City. If no suitable alternative is found, the Licensee may cease to provide service at this location. Fees due will be prorated to when the licensed space was in operation.

9. Towing. The City will tow non-licensed vehicles parked in Licensee's dedicated on-street spaces. The non-licensed vehicle should be reported to the City through 311. The Licensee will be responsible for towing unlicensed vehicles from Licensee's dedicated spaces in municipal lots.
10. Data and Records. As further set forth in the RFP and in Licensee's RFP response, Licensee shall provide quarterly reports broken down by month to the City on: (i) total number of members in Boston summarized by zip code, with smallest reporting category as "less than 25"; (ii) the average utilization rate for each on-street or municipal lot DriveBoston licensed location; (iii) total number of reservations for each on-street or municipal lot Drive Boston licensed location; (iv) total vehicle miles traveled (VMT) for each on-street or municipal lot Drive Boston licensed location; (v) total number of violations/towings of non-vehicles for each on-street or municipal lot DriveBoston licensed location; (vi) unique users per vehicle per month with smallest reporting category as "less than 25".

On a quarterly schedule, Licensee must provide the City:(i) a list of all current vehicle locations (i.e., DriveBoston and non-DriveBoston on-and off-street locations where users may pick up a vehicle) in the City of Boston. Locations should be identified by latitude/longitude. The list should identify how many vehicles are sited at a location; (ii) a summary of outreach activities used to promote car sharing at all on-street or municipal lot

DriveBoston licensed locations. The summary must include how the outreach activities are addressing the general goals outlined in the RFP Section 3.2 and promoting each geographic zone outlined in the RFP Section 3.3.

On an annual schedule, Licensee is required to survey their members about travel behavior, vehicle ownership, and car sharing use, and share the survey results with the City. Licensee shall also provide other data that the City can share with its research partners, as agreed to by the parties.

Licensee shall retain all data and records relating to this Agreement and the licenses issued hereunder for five (5) years after the date this Agreement expires or terminates, and shall make them available for inspection and audit by authorized representatives of the City at any time during normal business hours as often as the City deems necessary.

Future changes to data sharing requirements are permitted, upon the agreement of both The City and Licensee.

11. No Property Interest. Nothing in this Agreement, including the payment of money or lapse of time, is intended to convey any property interest in the public right of way or in any other municipal property to the Licensee.
12. Termination. The licenses granted by this Agreement are revocable by the City: (i) in the event the public's need requires it, as determined by the City and upon thirty (30) days written notice to Licensee; or (ii) if the Licensee fails to comply with any provision of this Agreement, upon thirty (30) days written notice to the Licensee after City has notified Licensee of the failure, has given Licensee an opportunity and period to cure, which shall not be less than ten (10) business days, and Licensee fails to cure within that period. Upon revocation and termination of this Agreement, Licensee shall suspend all occupancy of the dedicated spaces in the public right of way and in municipal lots authorized by this Agreement. If City revokes the licenses granted by this Agreement pursuant to clause (i) above, it shall refund the Licensee its pro rata share of the License Fee paid.
13. Limitation of Liability. Unless otherwise provided by law, both party's liability for a violation of this Agreement shall be capped to the amount of direct damages not to exceed the Initial Fee or any bi-annual fee, as applicable, paid by Licensee under this Agreement.
14. Assignment. The licenses issued hereunder may not be assigned, transferred or otherwise conveyed without the City's written permission.
15. Entire Agreement: Governing Law: Counterparts. This Agreement, together with all documents incorporated by reference and attachments and exhibits, constitutes the entire understanding of the parties relating to the subject matter herein, and there shall be no modification or waiver of these terms except by writing signed by the parties to this

Agreement. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts. This agreement may be executed in counterparts, all of which taken together shall be considered one document. This agreement may be executed by facsimile signature.

16. Notices. Notices regarding the terms and conditions under this Agreement shall be in writing and shall be considered effective upon personal delivery to the individuals noted below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

City of Boston - General:

Boston Transportation Department  
Attn: Commissioner  
1 City Hall Square  
Room 721, Boston City Hall  
Boston, MA 02201

City of Boston - License Payment:

Boston Transportation Department  
Attn: Coleman G Flaherty  
1 City Hall Square  
Boston City Hall - Room 721  
Boston, MA 02201

City of Boston - Data Reports and Violations Appeals:

Boston Transportation Department  
Attn: Matt Warfield  
1 City Hall Square  
Room 721, Boston City Hall  
Boston, MA 02201  
matthew.warfield@boston.gov (submit reports and appeals by email)

Zipcar - General:

Luke Beato  
Regional General Manager  
Zipcar  
35 Thompson Place  
Boston, MA 02210  
lbeato@zipcar.com

EXECUTED as of the date of last signature below.

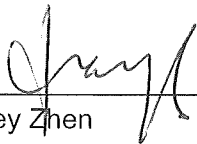
CITY OF BOSTON



\_\_\_\_\_  
Gregory T. Rooney  
Acting Commissioner  
Boston Transportation Department  
1 City Hall Square  
Boston City Hall - Room 721  
Boston, MA 02201

Date: 10/3/2019 @

ZIPCAR, INC



\_\_\_\_\_  
Tracey Zhen  
President Zipcar  
35 Thompson Place  
Boston, MA 0221

Date: 9/30/2019 @