

Shared Mobility Device Application Process

Thank you for your interest in our Shared Mobility Device program. Enclosed in this packet are the following items:

- Application & non-refundable, non-transferrable \$500 application fee (check payable to LCG Permitting)
- Checklist of additional information required
- Defense, Indemnity and Hold Harmless Agreement
- Chapter 98, Sections 98-196 through 98-214, of Lafayette City-Parish Consolidated Government Code of Ordinances

Upon submission of a completed application, the non-refundable and non-transferrable \$500 application fee and all additional checklist items, LCG's processing of the application may include the convening of a meeting of the SMD Management Committee. The SMD Management Committee is authorized to review the application and provide an advisory report and recommendations to the Director of Development and Planning ("Director") regarding same (Ordinance JO-071-2020).

If approved by the Director, the Operator/Permittee will be notified in writing. The Operator/Permittee shall then submit the following items to the Director (Permitting Division) within 35 calendar days of the date of the written notice prior to issuance of the permit:

- Program administrative fees of \$120* per shared mobility device approved for deployment
- Irrevocable Letter of Credit in the amount of \$50,000, in a form satisfactory to the Director and in compliance with the applicable provisions of Chapter 98, Sections 98-196 through 98-214, which shall remain in effect for the duration of the permit and any renewal thereof.

*Program administrative fees are \$120 for a January 1-December 31 calendar year. Fees will be prorated for any new permits issued for less than a calendar year. The Program Administrative Fee must be remitted annually.

For questions related to the Shared Mobility Device application process, contact Permit Manager, John Broyles, at (337) 291-8491.

The SMD Management Committee is authorized to promulgate and establish supplemental rules and regulations regarding Shared Mobility Devices. These supplemental rules and regulations can be found at www.lafayettela.gov/smd and are available at the Department of Development and Planning office. (See Chapter 98, Section 98-206).

**Development and Planning Department**

220 West Willow Street, Building B

Lafayette, LA 70501

Monday thru Friday 7:00 am - 4:00 pm

Ph: (337) 291-8000

Fax: (337) 291-8492

SHARED MOBILITY DEVICE (APPLICATION)**FAILURE TO SUBMIT A COMPLETE AND SIGNED APPLICATION WILL RESULT IN DELAYS OR DENIAL OF PERMIT APPROVAL****Application Fees are non-refundable/non-transferrable and may be paid by cash, check or money order****Permits approved and issued by Lafayette Consolidated Government shall not be sold, transferred, assigned, leased or subleased to any other Operator, Permittee, person or entity. Any such sale, transfer, assignment, lease or sublease immediately renders the permit null and void.**New Application (\$500) ☐Renewal (\$500) ☐**OPERATOR/PERMITTEE INFORMATION:**

Name of SMD Operator/Permittee:

Designated Contact Person:

Physical Address:

City:

State:

Zip:

Phone:

Email:

Webpage or Web Application Address (Public Complaint Portal):

Webpage or Web Application Address (Internal LCG-Accessible Portal):

24/7 LAFAYETTE-BASED MANAGER OR OPERATIONS STAFF MEMBER:

Name:

Phone:

Address:

City:

State:

Zip:

Email Address:

FLEET INFORMATION:

Each Shared Mobility Device shall be in good riding condition at all times. Permittee shall be responsible for all Shared Mobility Devices to be inspected, maintained and replaced as necessary by properly trained and insured staff or contractors.

Fleet Description (images, specifications, and descriptions of SMD's, smartphone app, & Certification – See 98-204 [B][2]) attached:

Max Speed (not to exceed 12mph per SMD Mgmt Comm regulation):

Size of Fleet (including planned expansions within permit year):

Deployment Area (map attached):

Fixed Facility Address (in case of severe weather or emergency):

City:

State:

Zip:

Are there any fees, fines, assessments, charges, penalties, taxes, levies, including but not limited to ad valorem taxes on the Fixed Facility, or any other outstanding amounts whatsoever owed to any department and/or division of the City of Lafayette, the Parish of Lafayette and/or the Lafayette Consolidated Government?

Yes: ____ Description: _____

No: ____ (supporting documentation attached)

Nothing herein contained shall be in any way construed as expressing or implying that the City of Lafayette, the Parish of Lafayette and/or the Lafayette Consolidated Government have joined together in any joint venture in any manner with any Permittee, Operator, entity, or person, or that such parties have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter.

Neither the City of Lafayette, the Parish of Lafayette, nor the Lafayette City-Parish Consolidated Government, as the case may be, shall be liable to any Permittee, User or third party for any loss, damage or injury to Permittee, it's Shared Mobility Device(s), Users, or any other property or third persons as a result of the operation and/or use of a Shared Mobility Device. The City of Lafayette, the Parish of Lafayette and the Lafayette City-Parish Consolidated Government makes no representations or warranties concerning the condition or suitability of its streets, sidewalks and/or rights of way for Shared Mobility Devices or the User's use of same.

Operator/Permittee acknowledges and agrees that the City of Lafayette, Parish of Lafayette, and/or the Lafayette City-Parish Consolidated Government are not responsible for providing security at any location where Shared Mobility Devices are stored, deployed, rebalanced, parked, used or located. Operator/Permittee, by operation in the City of Lafayette and the unincorporated areas of Lafayette Parish agrees to hold harmless and waive any and all claims against the City of Lafayette, the Parish of Lafayette, and the Lafayette City-Parish Consolidated Government in the event a Shared Mobility Device or other property is stolen, lost or damaged.

Operator/Permittee acknowledges and agrees that the City of Lafayette, Parish of Lafayette and/or Lafayette Consolidated Government are not responsible for educating the Operator/Permittee or User on compliance with the rules and regulations governing the use of Shared Mobility Devices. Operator/Permittee and Users of Shared Mobility Devices shall be subject to all federal, state and local safety and traffic laws and regulations.

Signature of Operator / Permittee

Date

**Checklist of Additional Information Required for
Completed Shared Mobility Device Application**

1. Plan for educating Users on proper operation, parking, and safety requirements of Shared Mobility Devices imposed by Chapter 98, Sections 98-196 through 98-214, as well as by state and local law;
2. Plan for relocating all Shared Mobility Devices to the fixed facility (*i.e.* safe, indoor facility) within twenty-four (24) hours of a declared severe weather or emergency event;
3. Documentary evidence of a zero-balance for all imposed fees, fines, assessments, charges, penalties, taxes, levies, including but not limited to any ad valorem taxes on the fixed facility or facilities to be used by the Operator/Permittee, or any other outstanding amounts whatsoever owed to any department and/or division of the City of Lafayette, the Parish of Lafayette and/or the Lafayette Consolidated Government;
4. A copy of Operator's User Agreement between Operator and User, the provisions of which shall be subject to the approval of the Director. The Operator's User Agreement shall include a provision that User fully releases, holds harmless, and waives all liability of the City of Lafayette, Parish of Lafayette and/or Lafayette Consolidated Government for any injury, harm, or damage to the person or property of any User or third person arising from the User's use of the Operator's Shared Mobility Devices. The User Agreement shall include a provision confirming that any and all claims arising out of the User Agreement shall be governed by the laws of the State of Louisiana, without regards to conflict of laws principles, and that venue for all such claims shall be in Lafayette Parish, Louisiana. The User Agreement shall not require arbitration of such claims. The User Agreement shall include a provision securing a User's consent to the sharing of Data, as defined in Chapter 98, Sec. 98-212;
5. Copies of any conditions, rules and regulations of Operator imposed on User, the provisions of which shall be subject to the approval of the Director;
6. A copy of the organizational documents establishing the Operator's business entity and evidencing the nature of same (e.g. LLC, Corporation, Partnership, etc.), as well as any amendments or bylaws associated therewith;
7. The name and address of each person or entity with a twenty (20) percent or greater ownership interest in the business;
8. Plan for providing equitable access to Users in neighborhoods and communities that are underserved by mobility and transportation options;

(CHECKLIST CONTINUED NEXT PAGE)

9. Certificate of Insurance in the amount and form as described below:

Limits	Insurance Coverages						
	<input checked="" type="checkbox"/> Workers' Compensation		<input checked="" type="checkbox"/> General Liability	<input type="checkbox"/> XCU	<input checked="" type="checkbox"/> Commercial Automobile Liability	<input type="checkbox"/> Pollution Liability	<input type="checkbox"/> Builder's Risk
	Statutory	Employers' Liability				<input type="checkbox"/> See Comments Below	
Statutory	<input checked="" type="checkbox"/>					\$	\$
\$100,000		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
\$500,000		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
\$1,000,000		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
\$2,000,000		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

V.	<input checked="" type="checkbox"/>	Lafayette City-Parish Consolidated Government, its officials, employees & volunteers shall be listed additional insureds on all liability policies.
VI.	<input type="checkbox"/>	Coverage afforded to the Lafayette-City-Parish Consolidated Government, its officials, employees and volunteers, as insureds, is to apply as primary and not as excess or contributing to any other insurance issued in the name of the named or additional insured(s).
VII.	<input checked="" type="checkbox"/>	A waiver of subrogation shall be provided in favor of the named additional insureds on the Workers' Compensation insurance policy.

10. Fully executed Defense, Indemnity and Hold Harmless Agreement (included in the Permit Application Packet);
11. In addition to the foregoing, the Operator's authorized representative shall execute and submit with the completed application packet a notarized statement which identifies and contains the following information, which may be used by the Director in determining whether a permit or renewal thereof shall issue pursuant to Chapter 98, Sections 98-196 through 98-214:
- Whether Operator has had any license or permit of a similar type issued by any state, or political subdivision suspended or revoked within two (2) years prior to filing said application;
 - Whether Operator has had any liens, encumbrances, or judgments filed against it by any individual, entity, federal, state, or political subdivision within two (2) years prior to filing said application; and
 - Whether any person with a twenty percent or greater ownership interest in the Operator has been convicted of a felony under the laws of the United States, this state, or another state or country within two (2) years prior to filing said application.

DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

This Defense, Indemnity and Hold Harmless Agreement (“**Agreement**”) is made and executed by _____ (“Indemnitor”) for the benefit of the City of Lafayette, Parish of Lafayette, and/or Lafayette City-Parish Consolidated Government, its/their public officials, officers, directors, agents and employees (collectively hereinafter referred to as “Indemnatee”) pursuant to the permit application requirements Chapter 98, Article X of the Lafayette City-Parish Consolidated Government Code of Ordinances (“Code”).

Section 1. Definitions. Capitalized terms used but not defined herein shall be as defined in Chapter 98, Article X of the Code.

Section 2. Representations and Warranties. The Indemnitor represents and warrants that the Indemnitor is the sole owner, operator, and possessor of the Shared Mobility Devices for which a permit has been or will be applied for.

Section 3. Indemnitor’s Defense, Indemnity, and Hold Harmless Obligations. THE INDEMNITOR, TO THE FULLEST EXTENT PERMITTED BY LAW, WILL INDEMNIFY, DEFEND, AND HOLD INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS, FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICE, OR DEATH TO ANY PERSON OR ENTITY ARISING OUT OF, INVOLVING, OR RELATED TO THE USE OR OFFERING FOR USE, OR THE RENTAL OR OFFERING FOR RENTAL, OR OPERATION OF A SHARED MOBILITY DEVICE OR DEVICES OWNED, RENTED, LEASED, OPERATED OR OTHERWISE POSSESSED BY THE INDEMNITOR, EVEN WHERE SUCH DAMAGE, INJURY, LOSS, ILLNESS, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICE, OR DEATH RESULTS FROM OR INVOLVES NEGLIGENCE, OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF INDEMNITEE, INDEMNITOR’S USERS OF SHARED MOBILITY DEVICES, OR IS CAUSED BY ANY OBJECT, CONDITION, OR DEFECT ON OR UPON ANY PUBLIC OR PRIVATE ROAD, STREET, PATH, SIDEWALK OR RIGHT OF WAY UPON WHICH THE SHARED MOBILITY DEVICE IS USED OR OFFERED FOR USE, RENTED OR OFFERED FOR RENT, OR OPERATED.

THE INDEMNITOR ACKNOWLEDGES AND AGREES THAT BY EXECUTION OF THIS AGREEMENT, INDEMNITEE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO INDEMNITOR’S PROPERTY, REGARDLESS OF HOW SUCH LOSS OR DAMAGE IS INCURRED OR SUSTAINED. TO THE EXTENT ALLOWED BY LAW, THE INDEMNITOR RELEASES INDEMNITEE FROM ANY AND ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, ILLNESS, AND/OR DEATH THAT IS SUSTAINED BY THE INDEMNITOR, OR THE INDEMNITOR’S EMPLOYEES, AGENTS, AND/OR OFFICERS, AS WELL AS ITS USERS, REGARDLESS OF HOW SUCH LOSS OR DAMAGE IS INCURRED OR SUSTAINED.

INDEMNITOR FURTHER AGREES THAT THE DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS INCURRED HEREIN SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OF ANY INCIDENT, ACCIDENT, OR OCCURANCE GIVING RISE TO ANY SUCH OBLIGATIONS AND/OR LIABILITIES HEREUNDER, INCLUDING THE GROSS, SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, WILLFUL MISCONDUCT OR FAULT OF INDEMNITEE AND/OR BY ANY RUIN OR DEFECT IN INDEMNITEE’S INFRASTRUCTURE, PREMISES, EQUIPMENT, FACILITIES OR APPURTENANCES UPON WHICH THE SHARED MOBILITY DEVICES ARE USED OR OFFERED FOR USE, RENTED OR OFFERED FOR RENT, OR OPERATED, REGARDLESS OF WHETHER OR NOT SUCH RUIN OR DEFECT PRE-EXISTS THIS AGREEMENT AND/OR IS LATENT, PATENT, OR OTHERWISE KNOWN OR KNOWABLE. INDEMNITOR AGREES THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.

Section 4. Notices, Control of Defense, and Costs. Indemnitor shall forward to Indemnitee, within five (5) calendar days, notice of every actual or potential demand, notice, claim, suit, citation or other process received or expected to be received (“Claim”) by Indemnitee arising out of or as a result of the use, rental, and/or operation of Indemnitee’s Shared Mobility Devices.

In addition to the notification obligations above, the Indemnitor shall, within thirty (30) calendar days of receiving a Claim investigate or cause the investigation of accidents or occurrences involving such injuries or damages. The Indemnitor must promptly defend or cause to be defended on behalf of Indemnitee all suits for damages even if groundless, false, or fraudulent, brought because of such injuries or damages. Nevertheless, should Indemnitee, in its sole and complete discretion, feel as though its interests are not adequately and effectively being protected by Indemnitor’s defense, Indemnitee reserves the right to retain legal counsel to either supplement or replace Indemnitor’s defense. In either case, Indemnitor shall be responsible for all costs and expenses, including reasonable attorneys’ fees, incurred by Indemnitee. Furthermore, should Indemnitor fail to promptly defend, indemnify or hold harmless Indemnitee under this agreement for any reason whatsoever, Indemnitee is entitled to the immediate reimbursement of all costs and expenses, including reasonable attorneys’ fees, incurred in the pursuit and enforcement of the defense and indemnification requirements of this Agreement.

Indemnitor expressly agrees that it is solely responsible for fully funding any settlement of any Claim to which this Agreement applies with no rights of reimbursement, subrogation, assignment, or otherwise related to any Claim against Indemnitee. Indemnitor further agrees that any settlement of any Claim shall include the complete release of Indemnitee by all settling parties. Indemnitor further agrees that it is solely responsible for full payment of all judgments finally establishing liability, either in whole or in part, of Indemnitee in actions defended by Indemnitor along with all attorneys' fees and costs incurred by Indemnitee, including interest accruing to the date of payment by Indemnitor, and premiums on any appeal bonds.

Section 5. Jurisdiction and Venue; Governing Law. Indemnitor expressly agrees that the proper venue and jurisdiction for any claim or legal proceeding contemplated herein shall be the applicable federal or state district court situated in Lafayette Parish, Louisiana. Similarly, questions or disputes involving the validity, construction, interpretation, and/or enforcement of this Agreement will be governed by and construed in accordance with the domestic laws of the State of Louisiana, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. The Indemnitor acknowledges that the indemnification obligations under this Agreement apply regardless of any user agreements between the Indemnitor and a user of a Shared Mobility Device.

Section 6. No Waiver of Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of Indemnitee’s rights or defenses with regards to its applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution or laws.

Section 7. Severability. Indemnitor further expressly agrees that the Defense, Indemnity and Hold Harmless obligations contained in this Agreement are intended to be as broad and inclusive as is permitted by the law of the State of Louisiana. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute, and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Section 8. Amendment. The provisions of the Agreement may only be amended through written amendment, addition, modification or waiver signed by a duly authorized officer or representative of both Indemnitor and Indemnitee.

Section 9. Entire Agreement. This Agreement represents the entire and integrated Agreement between Indemnitor and Indemnitee relative to the obligations contained herein. All previous or contemporaneous contract, representations, promises and conditions relating to the obligations contained herein are superseded.

{Signature of Indemnitor on Following Page}

THUS DONE AND SIGNED in the Parish/County of _____, State of _____, this ____ day of _____, 20____ in the presence of the undersigned witnesses.

WITNESSES:

INDEMNITOR:

Printed name: _____

By: _____

Printed name: _____

Printed Name: _____

Its: _____

NOTARY PUBLIC