



LYFT, INC.

SHORT-TERM CODES AGREEMENT

1. "Agency"	Full Legal Name: Postal Address for Legal Notices: Email Address for Legal Notices: Postal Address for Billing: Contact Name for Billing: Email Address for Billing:	City of Carson 701 East Carson Street Carson, CA 90745 jjo@carson.ca.us 701 East Carson Street Carson, CA 90745 Accounts Payable accountspayable@carson.ca.us
2. "Lyft"	Full Legal Name: Postal Address for Legal Notices: Email Address for Legal Notices:	Lyft, Inc. 185 Berry Street, Suite 5000 San Francisco, CA 94107 legalnotices@lyft.com
3. "Agreement"	The Lyft Platform Services selected below and any additional fees will be applied to the Agency set forth above and its associated account(s). "Services" means the Lyft codes and/or credits requested by Agency. This Order Form, and any attachments or exhibits attached hereto are hereby incorporated into and subject to the Lyft Business Terms of Service as set forth at https://go.lyftbusiness.com/terms-of-service (the "Agreement") which Agency agrees to and accepts, with the exception of Section 17, "Arbitration." Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the Lyft Business Terms of Service, then the terms of this Order Form shall control. The person signing on behalf of Agency and Lyft represent that they have the full authority to execute and bind the respective parties to this Order Form. Provided that both parties execute this Order Form, this Order Form shall be effective on the Order Form Effective Date.	
4. "Order Form Effective Date"	The date this Order Form is signed by both parties.	
5. "Term"	This Order Form shall be valid for three (3) months from the Order Form Effective Date (as defined above) (the "Term"). Notwithstanding the foregoing, Lyft understands and acknowledges that Agency execution of the Order Form is made pursuant to an emergency Agency Disaster Council approval action that is subject to ratification by Agency's City Council, which is anticipated to be considered on April 7, 2020. Accordingly, Lyft and Agency understand and agree that if such ratification is disapproved by Agency's City Council, the Agreement will be deemed null and void. The parties may, in good faith, negotiate a longer-term General Services Agreement for continued and additional Lyft products and services.	

6. Purpose	Agency wishes to provide eligible participants 18 years of age or older with Lyft Ride Codes to use for Lyft Standard Rides to gain access to essential services as an employee or a resident of the City of Carson during the COVID-19 crisis (the “Participants”). Notwithstanding the foregoing, the Rides and Ride Codes are not intended to be used for or as an alternative to emergency medical transportation services such as 911 services. Ride Codes shall only be available for Rides that begin and end within the boundaries of the City of Carson.	
7. Products	Agency will use the Lyft Services selected below. Descriptions of each Product can be found at: http://get.lyft.com/enterprise-product-descriptions . Check all that apply: X Lyft Codes	
8. Code Terms, as applicable	<p>Time and Date Restrictions, if any: 7 days a week, 24 hours per day Geo-Fence Restrictions, if any: Trip must start and end within City boundaries Code Quantity: Single code (per redemption) up to 2,000 maximum redemptions Lyft Value Per Code: Valid for up to 20 rides per month, covering 50% of each ride, up to \$10 per ride *Code Use is restricted to Lyft Standard Rides (only for purposes of this Agreement)* <input type="checkbox"/> Code Naming Preference (max. 11 characters): _____</p> <p>Codes Request Process: To purchase Codes and/or Credits, the Agency representative identified above, or his or her designee, must send an email to transit@lyft.com, which contains 1) the number of Codes requested, 2) the price attributable to each Code (if applicable), and 3) any additional Code parameters (collectively, the “Credit Request”). Agency represents and warrants that the person submitting Code Requests has the requisite express, actual authority to purchase Codes on behalf of Agency. Upon Lyft’s receipt of a Credit Request (i) Lyft agrees to sell, transfer and/or deliver the Codes to Agency within five (5) business days, and (ii) Agency agrees to pay for any usage of the Codes, subject to the terms and conditions herein. Agency can request a refund for Codes by emailing transit@lyft.com at least seven (7) days prior to the intended cancellation date. Cancellations take approximately three (3) business days to process. Notwithstanding the foregoing, if Agency’s Codes have been redeemed at any point prior to the successful processing of the cancellation request, Lyft will not be able to fulfill Agency’s cancellation request or edit the Code in any way.</p> <p>Use of Codes: In order to use the Code, Participants approved on behalf of Agency (“Riders”) who seek transportation services to and from locations in the City to access businesses providing essential goods or services such as grocery stores or pharmacies (“Ride(s)”) must: (a) download and install the Lyft mobile application (“Lyft App”) on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft’s Terms of Service (https://www.lyft.com/terms), as may be updated from time to time; (c) successfully redeem the Code in the Rider’s Lyft App; (d) take a Ride provided by a Driver authorized to provide independent driving services using their own vehicle on the Lyft App (“Driver(s)”) via the Lyft App which qualifies for Code redemption under this Order Form; and (e) successfully apply the Lyft credit at the end of the ride. For a Ride taken by a Rider that exceeds the amount of the Lyft Code available, Lyft will charge the Rider’s personal payment method on file.</p>	
9. Participant COVID-19 Consent	Agency agrees that it will provide all Participants with the COVID-19 Rider Consent attached hereto as <u>Exhibit A</u> . Agency understands that all Participants should affirmatively accept the conditions set forth in <u>Exhibit A</u> .	
10. Payment Terms	Lyft Codes	Lyft will provide one single Code that will apply for all Rides, with a maximum of 2,000 redemptions under this Order Form. Value per Code: Valid for up to 20 rides per month, covering 50% of each ride, up to a maximum City subsidy of \$10 per ride.
	Budget (Select One)	It is the intention of the Parties that Agency not exceed the \$300,000 amount during the Term (the “Budget”).]
	Invoice and Payment	<u>Lyft Codes</u> – Offline Invoice Agency will pay Lyft for all services rendered within thirty (30) days of receipt of Lyft’s correct and undisputed invoice. Lyft will invoice or charge Agency for the full dollar amount of actual Codes redeemed by Agency or its Riders for the preceding month in accordance with the Agreement.
11. Reporting	Reports: Along with the invoice, Lyft shall provide Agency with a report which, in addition to other	

	information, may include: (a) the number of Rides taken; and (b) the cost per Ride for which a Code was redeemed ("Report").
12. Limitations on Liability	TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY AGENCY FOR FEES INCURRED BY RIDERS, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY OR THE OTHER INSURANCE COVERAGES PROVIDED BY LYFT PURSUANT TO THIS AGREEMENT.
13. Insurance	<p>During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:</p> <p>Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.</p> <p>Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal and advertising injury and contractual liability.</p> <p>Commercial Automobile Liability Insurance with limits of \$1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations.</p> <p>All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Agency may carry, and will contain a waiver of subrogation against Agency and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lyft's other obligations or liabilities set forth in this Agreement.</p>
14. Additional Conditions	<p>Both Parties acknowledge and agree that the services provided pursuant to this Agreement do not constitute "designated public transportation" for purposes of 49 C.F.R. §37.21. Additionally, Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement is not subject to 49 C.F.R. §37.23. Agency will offer ADA-accessible transportation alternatives pursuant to its Dial-a-Ride program on a 24/7 basis throughout the term of this Agreement. Additionally, Agency represents and warrants that it will not knowingly use the Lyft Platform or Service in any manner that violates applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at https://www.transit.dot.gov/shared-mobility or https://www.transit.dot.gov/. Prior to any Rides taken under this Agreement, Agency represents and warrants that Agency will notify its Riders that such Riders' information may be subject to applicable public disclosure laws and subsequently be made public to the extent required by law following requests for such information.</p> <p>Agency is subject to applicable public disclosure laws, which may include (but not limited to) the California Public Records Act ("PRA"). Agency will make its best efforts to notify Lyft of any PRA request for this Agreement to allow Lyft to redact proprietary information which is exempt from disclosure under the PRA. For avoidance of doubt, all personal information of Riders will be redacted from any disclosure request in compliance with Lyft's Privacy Policy, to the extent such information is exempt from disclosure under the PRA.</p> <p>This Agreement may be terminated by Agency, with or without cause, upon thirty (30) days' written notice to Lyft.</p>

	<p>No officer or employee of Agency shall be personally liable to Lyft, or any successor in interest, in the event of any default or breach by Agency or for any amount, which may become due to Lyft or to its successor, or for breach of this Agreement.</p> <p>Each party represents and warrants that it will comply with all applicable laws and regulations in the performance of its obligations pursuant to this Agreement. Additionally, each party agrees to defend, indemnify and hold harmless the other party and its elected and appointed officers, employees and agents from and against any and all third party claims, actions, proceedings, damages, losses, expenses, costs, fees (including attorneys' fees), errors, omissions, forfeitures, and penalties arising from or related to a: (1) breach of any provision of this Agreement; or (2) failure to comply with any applicable law or regulation in the performance of its obligations pursuant to this Agreement. This indemnification obligation supersedes any and all indemnification provisions set forth in Lyft's Business Terms of Service, and shall survive termination or expiration of this Agreement.</p> <p>This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflict of laws provisions.</p> <p>To the extent required by applicable law, Lyft covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Lyft shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.</p> <p>To the extent required by applicable law, Lyft covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Agency or which would in any way hinder Lyft's performance of services under this Agreement. Lyft agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Agency in the performance of this Agreement.</p> <p>To the best of its knowledge and to the extent required by applicable law, no official, officer, or employee of Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Lyft warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Lyft further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Lyft is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.</p> <p>This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.</p>
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[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

LYFT, INC.

By: _____

Printed Name: Mark Roberts

Title: Head of Business Strategy, TBS

Date: _____

AGENCY

By: _____

Printed Name: Albert Robles

Title: Mayor

Date: _____

APPROVED AS TO FORM

By: _____

Sunny K. Soltani, City Attorney

ATTEST

Donesia Gause-Aldana, City Clerk



EXHIBIT A

COVID-19 RIDER CONSENT

As an eligible Participant receiving Ride Codes under the Program, you acknowledge and accept any Program benefits and use of the Lyft App is subject to the following conditions:

All Riders and Drivers are asked to stay home if they are sick and should work with a medical professional to discuss transportation options if they need to see a doctor. Per the Center for Disease Control and Prevention (the “CDC”), anyone who suspects they may have or is diagnosed with COVID-19 should not use ridesharing. For more information on COVID-19 and CDC guidelines, visit the CDC’s website [here](#).