OPERATING AGREEMENT FOR IMPLEMENTATION OF A DOCKLESS SHARED SCOOTER OPERATION

THIS OPERATING AGREEMENT ("Agreement") is made and entered into this day of September 8, 2021, (the "Effective Date") by and between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), and Lime, a corporation located in San Francisco, CA ("Company") The City and Company may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City issued a Request for Proposals ("RFP"), attached hereto as **Exhibit A** and incorporated herein by this reference, for the purpose of inviting respondents to participate in a comprehensive Dockless Shared Scooter Pilot Program ("Pilot Program") for the regulation of the operation and use of shared electric scooters, with input from stakeholders, including Company, which shall provide a comprehensive framework for shared active transportation operations in the future; and

WHEREAS, Company provides dockless scooters as part of a Shared Active Transportation Operation and wishes to implement its operation within the City; and

WHEREAS, the Company's introduction of Shared Scooters into the City will provide a transportation option for the City's residents and visitors, and

WHEREAS, the Company's operation requires use of the City's rights-of-way; and

WHEREAS, the Parties wish to enter into this Agreement to establish the terms and conditions governing the Company's operation within the City, so such operations are consistent with the safety and well-being of the City's residents and users of public rights-of-way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of this Agreement and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish rules, regulations, and fees governing the Company's Shared Active Transportation Operation within the City and to ensure that such Shared Active Transportation Operation is administered in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of the City's right-of-way.

Section 2. Term. This Agreement, unless earlier terminated as provided for herein, shall

commence on the Effective Date and shall expire in one (1) year, except in the event of termination, as provided for in Section 6 of this Agreement. During this one-year term, the Company is expected to participate in information and troubleshooting meetings held weekly upon launch, transitioning to biweekly after a month, and then transitioning to monthly if needed. In addition, The City and the Company shall conduct a 6 month "check in" to more formally evaluate successes, difficulties, in order to make adjustments as necessary. The Parties may mutually agree to extend the term of this Agreement for two (2) additional one (1) year terms.

Section 3. Definitions. The following terms have the meaning and/or usage ascribed herein, except where an alternative definition or usage is specifically provided.

A. City or City Limits shall mean the City of Colorado Springs and the corporate boundaries of the City of Colorado Springs.

B. Company shall mean the entity owning the Shared Active Transportation, its agents and contractors (including independent contractors) and every person or entity retained by the Company to maintain the Company's Shared Scooters.

C. Fleet shall mean all of Company's Shared Scooters in operation within the City at any time.

D. Frontage Zone shall mean the area adjacent to the property line where transitions between public sidewalk and the space within buildings occur.

E. Amenity Zone shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.

F. Rider shall mean any person using the Shared Scooter.

G. Shared Active Transportation shall mean a dockless network or system of Shared Scooters, placed in public right-of-way and for rent in short term increments, that provides increased mobility options over short distances.

H. Shared Active Transportation Operation shall mean the Company's Shared Active Transportation as well as any incidental use or patronage thereof.

I. Shared Scooter shall mean dockless e-scooters designed specifically for shared-use and deployed by Shared Active Transportation companies.

J. Pedestrian Way shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company's Obligations.

A. Permitting. Company shall apply, procure and remit payment for any necessary permit(s) through the City Planning Department for Shared Active Transportation Operation within the City rights-of-way.

B. Contact Information. Company shall provide contact information, including a 24-hour toll-free phone number and e-mail address on each Shared Scooter for use by members of the public to report safety concerns, complaints or to ask questions. This required contact information shall be easily visible on each Shared Scooter deployed by the Company. The City shall refer members of the public who report concerns regarding Shared Scooters to contact the Company via the required toll-free phone number or email address. The Company shall publish this required contact information on its website, social media platforms, and in other literature or educational materials. In addition, Company shall also provide City with contact information of a locally based manager or operations staff with decision-making power who can respond to City requests, emergencies, and other issues at any time.

C. Employees. Company shall commit to hiring W-2 employees for their operations and maintenance teams. If Company's independent contractors will be using their home(s) for charging and/or storage, then the independent contractors are required to obtain a home occupancy permit from City Planning.

D. Fleet Size. Company can begin operations in the City with a Fleet of up to three hundred (300) Shared Scooters. After this initial deployment the Company, with City concurrence, may request to increase the fleet size to a maximum of 600 Shared Scooters. The Company may not reduce the Fleet to less than 150 Shared Scooters during the Term of this agreement without written notice to and approval by the City, except in instances of Default and Termination as provided under "Section 6. Default and Termination." When usage reaches an average of 1.5 trips per device per day, then the Company may increase the size of its Fleet upon the City's approval pursuant to "Section 5. City's Obligations."

E. Fees. The Company shall remit fees in the following amounts: a yearly $75 per device deployed and a one-time fee of $40 per station location. If the Company decides to expand or move an existing station location, then a new $40 fee would be charged for each station expansion or new station location. In addition, Company shall on a quarterly basis remit $0.10 per ride for each scooter trip that takes place in Colorado Springs.

F. Parking Regulations. Company shall ensure that Shared Scooters are parked as follows:

i. Shared Scooters shall not be in the street or public right-of-way unless the City issues a permit granting the right to park in specified areas within the street or public right-of-way;

ii. Shared Scooters shall be parked in a manner so as not to block the Pedestrian Way of the sidewalk or in a manner that would impede normal and reasonable pedestrian access on a sidewalk, any ADA ramp or access points, fire hydrant, call box, or other emergency facility, or utility pole or box;

iii. Shared Scooters shall be parked upright on hard surfaces.

iv. Within City right-of-way a permit will be required for shared scooters parked in either the Frontage Zone or Amenity Zone of the sidewalk; beside non Pike Ride bicycle racks, or transit stops, or in another area specifically designated for Shared Scooter parking which do not inhibit access,

v. Shared Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.

vi. Shared Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack;

vii. Shared Scooters shall not be parked at PikeRide stations.

viii. Shared Scooters shall not be parked in the Amenity Zone directly adjacent to or within the following areas, such that access is impeded.

a. Loading zones;

b. Disabled parking zones;

c. Street furnishings that requires pedestrian access (for example – benches, parking pay stations, bus shelters, transit information signs, etc.)

d. Curb ramps;

e. Entryways;

f. Driveways, and

g. Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.

ix. To the extent Company desires to park Shared Scooters in areas other than the City's right-of-way, Company must first obtain written permission from the applicable owner and shall communicate the right to park at that location to Riders.

x. To the extent Company desires to park Shared Scooters adjacent to existing PikeRide stations, the Company must obtain written permission from PikeRide and shall communicate the right to park at that location to Riders.

xi. To the extent possible the Company will work with other Shared Scooter Company to share parking and co-manage Shared Scooter parking areas,

viii. Shared Scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley. Shared Scooters shall not be parked in a manner that would pose a threat to public health or safety.

IX. The Company will be notified of improperly parked devices and shall remove these within two hours of reporting during the hours of 8 am and 10 pm. City

Code Enforcement may remove and impound improperly parked devices The Company shall coordinate with the City Code Enforcement to retrieve the Electric Scooter Share Business' Electric Scooter(s) during regular business hours

G Notice Company shall provide notice to all Riders by means of a mobile or web application of the following

i Shared Scooter can be ridden on streets, sidewalks, and where available, in bike lanes or bike paths Shared Scooter operation will be restricted as defined by Exhibit "A". Restricted areas include the City's Dismount Zones which are zones specified by signage, some City Parks, and other institutions

ii Shared Scooter shall not be ridden along multi-lane roads where the posted speed limit is 35 mph or more, unless in a designated bike lane, bike path, or sidewalk

iii Shared Scooter is to be ridden to the right of street lanes and should offer the right of way to bicycles on bike lanes and bike paths;

iv Helmet use is encouraged when using a Shared Scooter;

v Shared Scooter must be parked only in designated areas, as may be identified on Exhibit "C", or otherwise agreed to by the Parties;

vi The Company shall require Riders to take a photo of the Shared Scooter when they park it at the end of the ride and this photo shall be sent to the Company to ensure that the Shared Scooter was legally parked and

vii Riding responsibly, with courtesy and respect, is required; and

viii Riders are, at all times, to operate the device in a manner consistent with the City's Code of Ordinances and any other applicable laws, including stopping at stop signs and traffic lights, signaling turns and following the direction of traffic;

ix Rider may be ticketed for operating the device in a manner which violates the City's Municipal Code or any other applicable laws

x The company shall not make Shared Scooters available for operation prior to 5:00 a m or after 11 p m , daily Prior to each Rider's first use of a Shared Scooter, the Company shall provide notice to each Rider, through a mobile application specific to the City, of the rules, regulations and requirement identified above

H Data Sharing Upon request and at no cost to the City or a third party data aggregator designated by the City as long as such aggregator has an executed agreement with Company, Company shall provide the City with data related to utilization of the Shared Scooters Monthly aggregated reports on system use, compliance, operations – including but not limited to parking complaints, crashes, damaged or lost Shared Scooters – shall be made available to the City within five days at the conclusion of each month, or upon request Anonymized/De-identified demographic data – origin and destination, trip duration, distance, date and time of the trip and general trip purpose, place of residence of the user, etc – collected by

Company shall be provided to the City on a monthly basis, or upon request .

I Speed Shared Scooters which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface The City reserves the right to designate, in consultation with the Company, low-speed zones in which Shared Scooters shall be operated at a mutually agreed speed that is lower than 15 miles per hour

J Lights and Audible Signals All Shared Scooters shall be equipped with properly functioning lights sufficient to make the Shared Scooters visible during non-daylight hours All Shared Scooters shall also be equipped with an audible signal or other warning device capable of making a sound sufficient to alert pedestrians that the Shared Scooter is approaching

K. Maintenance Company shall maintain its Shared Scooters in a good working manner In the event a safety or maintenance issue is reported for a specific Shared Scooter, that Shared Scooter shall be made unavailable to users, removed from being displayed as available on the Company's app, and shall be physically removed within the timeframes provided in this section. Any inoperable or unsafe Shared Scooter shall be repaired before it is placed back in service City shall not have any obligation with regards to the maintenance of the Company's Shared Scooters Company shall respond to requests for rebalancing or reports of unsafe/inoperable Shared Scooter by removing the Shared Scooter, as appropriate, within two (2) hours of receiving notice from a Rider, representative of the City, or any other person/entity

L. Signage Company agrees that, as it relates to all signage on Shared Scooters, it will abide by applicable local, state, and federal law relating to signs The Shared Scooters are not a public forum for public debate or discourse Company agrees that in addition to any restrictions set forth by city ordinance, the content of any sign located on Company's Shared Scooters will not include any message that is illegal, obscene, libelous or fraudulent A violation of this section shall be cause for the City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company The determination that there has been a violation of these signage guidelines shall be solely at the City's discretion

M. Education and Outreach The Company shall implement and engage in marketing and targeted community outreach plans at its own costs This outreach shall include, at a minimum, the following Company shall provide education to Shared Scooter riders on the City's existing rules and regulations and those set forth in this Agreement, safe and courteous riding, and proper parking In each of the first three months of operation, the Company shall engage in a week-long on-the-ground safety campaign ("Safety Campaign"), targeting areas of peak usage, to further educate Riders on these rules, regulations and responsibilities As many Riders may

be students. Company shall coordinate with local colleges and universities to maximize student participation in the Safety Campaign. Company shall provide this educational material to the City for review prior to disseminating the information to Riders. Company shall also provide a city-specific website that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

N. Inclement Weather. On days where severe weather (specifically snow, heavy rain or wind) is anticipated, Company may halt its Shared Active Transportation Operation. On days where snow is anticipated, Company shall use its discretion as to whether it should remove its Shared Scooters from City right of way. Company shall be liable for all claims resulting from continuing its Shared Active Transportation Operation during severe weather. Company shall not hold City liable for damage to Shared Scooters caused by City's snow removal operations.

O. Environment. Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Shared Scooters and Shared Scooter parts in an environmentally friendly at end of life cycle. In the Company's efforts to keep scooters changed, the Company shall attempt to minimize the number of vehicle trips in transporting scooters.

Section 5. City's Obligations.

A. Approval. The City shall, at its sole discretion, approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet, and any other applicable information.

Section 6. Default and Termination

A. Except where specifically provided for elsewhere in this Agreement, in the event Company shall default in any of the covenants, agreements, commitments, or conditions herein contained, or if any of the conditions set forth below shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

B. Notwithstanding anything to the contrary herein, either party, for any reason, or for no reason, may terminate this agreement prior to the expiration date of this agreement, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

C. Company's obligation with regards to indemnification as provided in Sections 10 and 11 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 7. Removal of Shared Scooters. Upon instances of Default and Termination under Section 7, Company shall remove its Shared Scooters from City right-of-way within two (2) days of being notified. If Company shall not remove the same upon due notice, any remaining Shared Scooters shall be removed by the City at Company's expense. Company shall not be entitled to damages for the removal of the Shared Scooters by the City.

Section 8. Abatement. In the event the Company's Shared Active Transportation Operation does not conform to all requirements of Section 4, Part E Parking Regulations, or if Company's Shared Active Transportation Operation creates a nuisance or dangerous condition (as determined by City), Company shall relocate, re-park, remove or otherwise abate the condition within two (2) hours of receiving notice. Failure to abate such condition within two (2) hours may constitute a default of this Agreement and City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

Section 9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

CITY:

Traffic Engineering
30 S. Tejon Street
Colorado Springs, CO 80901

With a copy to:
City Attorney
30 S. Nevada Street
Colorado Springs, CO, 80901

Company:
Neutron Holdings Inc, dba Lime
85 Second St
San Francisco, CA, 94105

With a copy via email to: todd frisbie@coloradosprings.gov, eric@li.me, and kk@li.me

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either of the Parties may provide the other party a change of address in writing which change shall

be effective ten (10) days after delivery

Section 10. Indemnification.

A To the fullest extent permitted by law, Company shall fully protect, defend, indemnify and hold harmless the City of Colorado Springs, their officers, City Council, employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by the willful misconduct or negligent, reckless or tortious acts or omissions of Company, Company's employees, agents, or contractors, or others for whom Company is legally liable in the performance of its obligations in connection with the performance under this Agreement

B Company's contract with every Rider shall require such persons or entities to release the City and any of its agencies, officials, officers and employees to the same extent that Company is required by this section

Section 11. Indemnification for Professional Negligence. If Company hires any architect or engineer in connection with design and manufacture of its Shared Scooters, then Company shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such employees, agents or others

Section 12. Insurance. Company shall procure and maintain in effect throughout the Term of this Agreement, insurance coverage not less than the types and amounts specified below. Company shall ensure that City is named as additional insured, and such coverage shall only extend for claims in which Company has agreed to indemnify the City, pursuant to Section 10.

A Commercial General Liability Insurance with limits of $1,000,000 per occurrence and $2,000, 000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

ii Body Injury or Property Damage $2,000,000 Aggregate
iii Products and Completed Operations $2,000,000 Aggregate
iv Personal and Advertising Injury $1,000,000

B Workers' Compensation Insurance as required by statute, including Employers Liability with limits of

i Workers' Compensation as required by Colorado Statutes
ii Employers' Liability with limits of $500,000 each accident, injury of illness

C. Commercial Automobile Liability Insurance with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of operation of motor vehicles, as to acts done in connection with this Agreement.

D. Cyber Liability Insurance with limits of not less than $1,000,000 per claim protecting against any and all claims arising out of breach of privacy, security breach, denial of service, remediation, fines, and penalties associated with Company's collection and/or transmission of electronic data, including that of personal and/or financial nature, in connection with the Pilot Program.

E. Company shall deliver to City, prior to introduction of its Shared Active Transportation Operation within the City, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The receipt of acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this Agreement.

F. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Company will contain waiver provisions. The certificates of insurance will also contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

G. If the coverage afforded is cancelled or changed or its renewal is refused, Company shall give at least thirty (30) days prior written notice to City. Regardless of any approval by City, it is the responsibility of Company to ensure that the required insurance coverage is procured and maintained in effect at all times. In the even Company fails to ensure that the required insurance is procured and maintained in effect, or that city is named as an additional insured, City may order that the Company's Shared Active Transportation Operation immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Section 13. Choice of Law. This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs.

Section 14. Jurisdiction and Venue. Court jurisdiction shall exclusively be in the District Court for El Paso County Colorado.

Section 15. Compliance with Laws. Company its employees, agents and contractors,

including independent contracts, shall comply with all federal, state and local laws, ordinances, regulations applicable to the maintenance of the Shared Scooters

Section 16. Default and Remedies. If Company shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance and invoke any other legal or equitable remedy after giving Company notice and opportunity to correct such default or breach

Section 17. Dispute Resolution. If a dispute arises between the parties relating to this Contract, the following procedure shall be followed

A. The parties shall hold a meeting promptly, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute, provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the parties thereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled thereunder unless otherwise agreed to by the parties in writing

B. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation

C. The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator The two mediators will then appoint a third mediator who shall, as the sole mediator, conduct mediation for the parties

The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter

Section 18. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement, provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted

Section 19. Amendment. No amendment or modification of the Agreement shall be valid unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

Section 20. Headings. The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the Agreement.

Section 21. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 22. Assignment. Company may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval. Company shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Company shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the Director of Public Works.

Section 23. Entire Agreement. This Agreement, together with all appendixes attached, constitutes the entire Agreement between the Parties, and all other representations or statements made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties.

Section 24. Conflicts of Interest. Company certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement concerning employment to perform services on behalf of Company or its contractors under this Agreement.

Section 25. No Partnership. It is expressly understood that the parties are not now, nor will be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 26. Personnel Control and Liability. Nothing in this Agreement shall be construed to place the personnel of either Party under the control or employment of the other Party.

Each Party remains responsible for all pay, entitlement, employment decisions, and workers' compensation liabilities, for its own personnel. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does either Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

Section 27. Tax Compliance. Company shall comply with City's tax ordinances. Company shall, upon request, furnish to City proof that it is in compliance with the City's tax ordinances and is not delinquent on any payment or other obligation imposed by such ordinances.

Section 28. Third Party Beneficiary. It is specifically agreed between the parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. In requiring insurance under this Agreement, the City specifically does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., as now written or amended in the future.

Section 29. Governmental Immunity. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Section 30. Cooperation. The parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 31. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest.

Section 32. Representations. The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement with accordance with its terms.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

FOR THE CITY OF COLORADO SPRINGS.

By: _____ Date: 9/21/21
Name and Title

Approved as to form

_____
Attorney, Office of the City Attorney

FOR LIME

By: _____ Date: September 13, 2021
Eric Kocaja, Regional General Manager