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Operations Plan

The Bike

Spin bicycles are designed in California, built by the manufacturer of Schwinn bikes, and assembled locally by certified bike technicians. They are CPSC-certified and ISO 4210-certified to meet top quality standards.

All Spin bicycles have the following on board:

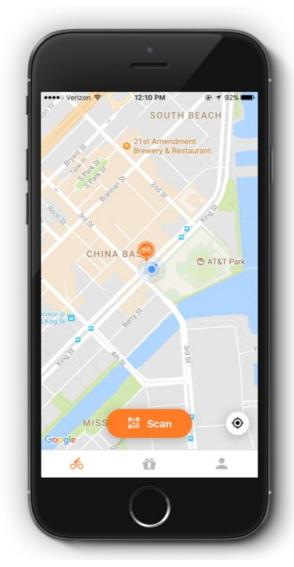
- GPS and cellular modem
- Solid foam tires
- 3-speed internal hubs (or 1-speed, depending on applicable terrain)
- High-quality V-brakes or internal disc brakes
- Dynamo hub-driven front light or rear solar-powered light
- Rear reflector
- Theft-resistant screws



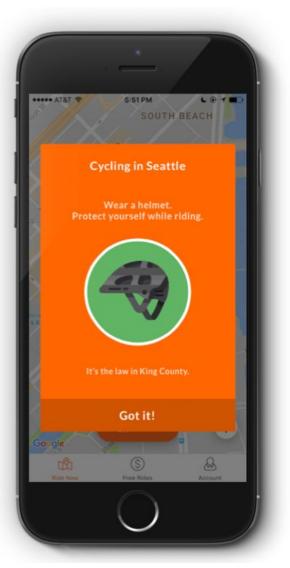
68"



App Specifications



Home Screen



Informational Pop-Up

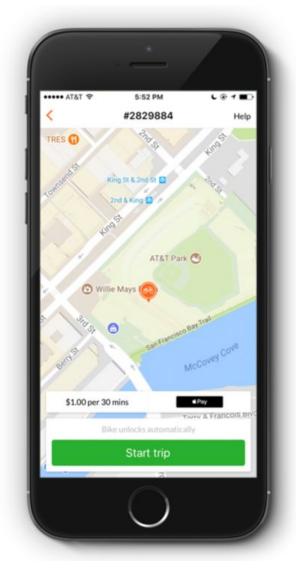




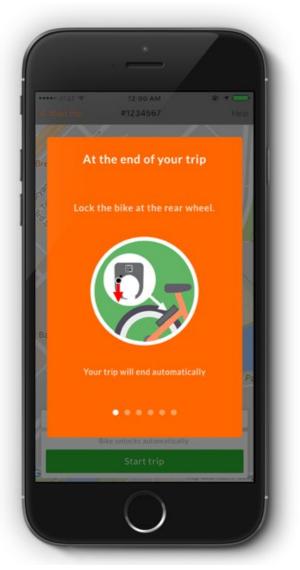
Informational Pop-Up



Unlock Screen

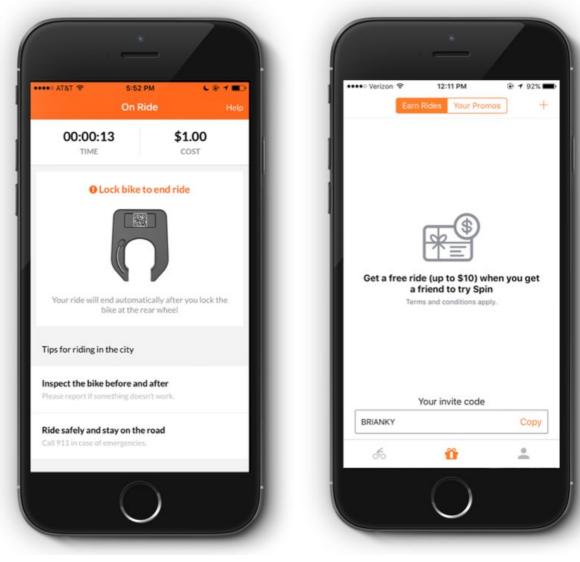


Payment Screen



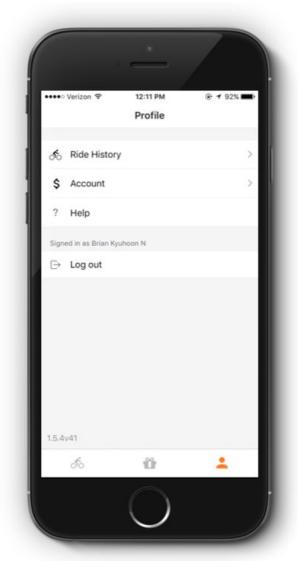
Informational Pop-Up





Trip Screen

Promo Screen



Account Screen

(Note: Design and text are subject to change.)



Fleet Size

Spin will deploy an initial fleet of 150 bicycles over the course of the first two weeks of the Pilot Stationless Bike Share Program, expanding to 550 over the first two months. The bicycles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide bicycle distribution based on user demand and usage trends.

Distribution

Spin plans to initially deploy 150 bicycles at key transit stations, commercial zones, and denser residential areas, where Spin bicycles may help address "last mile" transportation issues. Riders will be charged \$1 per 30 minutes. Spin will also work with the City to determine where to initially deploy the 150 bicycles. Spin's nimble and flexible operations can adjust bicycle deployment and distribution based on user demand and usage data.

Spin's ground operations team will place Spin bicycles in an orderly fashion curbed on sidewalks at least six feet wide and at or near bike racks and bike corrals. Spin will ensure that bicycles are not obstructing pedestrian or motor vehicle traffic.

User Education

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin's app. Spin users must utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may go unseen). Users participating in Spin Access (prepaid activation by text) are educated with paper pamphlets.

New Spin users will receive informational pop-ups when they use Spin's app to take a ride for the first time, periodically between app updates, and every time the app is updated. The pop-ups require the new users to affirmatively acknowledge having read the notice to dismiss the pop-ups in order to proceed. The informational pop-ups include a) notification on applicable bicycle laws, and b) instructions on how to park responsibly.



Customer Support

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report bikes that are damaged or obstructing the public right of way, or otherwise. Spin's app has a "Help" button on the user interface. The "Help" button enables users to report any issues via live chat, email (support@spin.pm), and phone.

Spin bicycles display our URL, where the public will be able to easily report relocation requests via live chat, email, or phone. For additional details, please see <u>https://help.spin.pm</u>.

Ground Operations

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin bikes. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

- Roving
 - Inspect and tune-up bikes.
 - Visually survey the streets and reposition obstructing bicycles.
- Rebalancing
 - Licensed drivers operating a truck or van.
 - Retrieve bikes that have been marked for repair.
 - Visually survey the streets and remove obstructing bicycles.

Bike Parking

- Bikes will be neatly parked by Spin staff on wide sidewalks and at or near public bike racks and bike corrals.
- Bikes will be neatly placed such that they do not obstruct the public right of way, path of travel, or emergency zones.

Relocation Requests

• Spin users and the general public can report bikes 24/7 via the website or the app.



- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm, to deal with bikes reported as obstructing the public right of way.
- Requests received after normal business hours will be handled as soon as practicable by the evening rebalancing team or, if late at night, the following day.

Maintenance and Safety

- Every bike is inspected for safety at least once in a rolling 30-day window, with a recorded inspection history.
- Bikes reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following:
 - Handlebars
 - Front and rear brakes
 - $\circ \quad \text{Brake levers} \quad$
 - Grips
 - Pedals and cranks
 - Chains (including oil level)
 - $\circ \quad \text{Chain guard} \quad$
 - Light
 - Reflectors
 - Dynamo hub
 - \circ Tires
 - Bell
 - Gear hub
 - Gear shifts
 - Lock
 - Solar panels
 - Basket
 - Seat and seat post
 - Wheel including spokes, hub, axle
 - \circ Fender



- Tune ups are performed on the spot by the ground operations team during safety inspections. They are equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All bikes are inspected against the above checklist, at a minimum, for:
 - Safety and reliability operation
 - \circ Cleanliness
 - Damage
 - Secureness

Data Reporting

Spin prides itself on ensuring user privacy – user data is never sold to third parties. To protect against the release of personally identifiable information, Spin will provide aggregate usage data to the City, on a quarterly basis, that will include:

- number of users in the system,
- number of trips generated for the month,
- heat maps of trips showing top pick-up spots and drop-off spots, and
- average trip length and trip time.

Accessibility Program

Transportation equity and accessibility are core to Spin's values. Spin Access is a program that enables riders without smartphones or credit cards to unlock and ride Spin bikes.

Riders will be able to purchase prepaid Spin Access cards with cash at partner locations across the City and unlock their bikes by texting their Spin Access card code to a dedicated phone number, without the need for an app. Spin Access customers receive rider education via paper pamphlets.

Spin is committed to supporting reduced-fare programs around the country. Riders will just have to show identification verifying government low-income program eligibility (TBD) when purchasing a Spin Access card, and Spin will extend the same level of discount (50 percent) to them.



Insurance Example

ACORD			FICATE OF 1				DATE (MM/DD/YYYY) 07/05/2017	
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MPORTANT: If the certificate holder is an ADDITIONAL IN policy, certain policies may require an endorsement. A statement	SURED, at on this	the policy	(ies) must have ADDITIONAL does not confer rights to the ce	INSURED provisions or be end ertificate holder in lieu of such o	lorsed. If SUBROGA endorsement(s).	TION IS WAIVED, subject to	the terms and conditions of th	
PRODUCER				CONTACT				
FounderShield, LLC 119 W 24th St, 3rd Floor				NAME: PHONE				
New York, NY, 10010			(A/C, No, Ext) 646-854-1058 E-MAIL		(A/C, No)			
INSURED				ADDRESS: coi@foundershi	NAIC #			
INSURED Skinny Labs Inc.				INSURER A: CM Vanta	37362			
Sknny Lass inc. 34S China Basin St #421 San Francisco, California, 94158			INSURER B: GENERAL STAR INDEMNITY CO INSURER C: BURLINGTON INSURANCE CO			23620		
			INSURER D: UNDERW	15792				
				INSURER E: INSURER F:				
OVERAGES			CATE NUMBER:			NUMBER:		
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Tank (E.L. EACH ACCIDEN		
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CERTIFICATE HOLDER				CANCELLATION				
City of Seattle				SHOULD ANY OF THE AB	OVE DESCRIBED F	POLICIES BE CANCELLED	BEFORE THE EXPIRATIO	
Seattle Municipal Tower				DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
.O. Box 34996								
				AUTHORIZED REPRESEN	TATIVE			
00 Fifth Avenue, Suite 800				Begis Mas				
eattle, WA 98124-4996					~01			

ACORD 25 (2016/03)

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Indemnity Example

CITY OF SEATTLE DOCKLESS BIKE SHARE STREET USE AND OCCUPATION PERMIT INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made and granted by Skinny Labs Inc. (dba Spin), and its successors, heirs, and assigns (collectively the "Grantor") in favor of the City of Seattle ("City").

RECITALS

The Grantor has applied to the City for permission to use or occupy public right-ofway for the Grantor's benefit.

The City's permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to, Seattle Municipal Code Section 15.04.060 that requires this Agreement.

AGREEMENT

In consideration for the City's permission to use or occupy the public right-of-way that permits dockless bike share program according to the submitted Street Use and Occupancy Permit application and approved plan 354152 the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents; from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses; resulting from any actual or alleged bodily injury including death, or actual or alleged damage to property; arising out of or in connection with the using or occupying the public right-of-way.

2. The Grantor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. The Grantor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Grantor or the Grantor's successors, heirs, or assigns to use or occupy the public right-ofway. Upon 30-days' notice mailed to the Grantor by first-class mail or published in the way, opon so-uays notice mandet to the Grandor by inst-class man of published in the City's official newspaper, the City may revoke the permission to use or occupation becomes dangerous, or if the use or occupation is not being maintained or used according to Title 15 of the Seattle Municipal Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

4. The Grantor, on behalf of the Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees to waive Grantor's and Grantor's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

5. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy and restore the public place to at least as good a condition as required by current applicable standards

6. The Grantor makes this Agreement on behalf of the Grantor and Grantor's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below

Grantor's Signature

Print Name and Title



Case Study: Stationless in Seattle

In early 2017, Spin led policy discussions with the Seattle Department of Transportation (SDOT) and Seattle city officials to bring its innovative stationless bikeshare to the city. In a matter of months, Spin's collaboration resulted in a landmark pilot permit, and Spin became the first stationless bikeshare to launch in Seattle. Spin received an overwhelmingly positive reception from the residents of Seattle.



← Cascade/WA Bikes have a new Executive Director: Richard Smith Your comments worked, WA Ferries won't charge more for most bike trailers →

Spin smashes Pronto ridership in week one, announces improved bikes

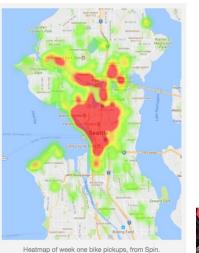
Posted on July 25, 2017 by Tom Fucoloro

People took 5,008 rides on Spin in the company's first week operating in Seattle, 60 percent higher than Pronto's opening week in October 2014 and 300 more rides than Pronto's busiest week in its two-and-a-half year life (mid-July 2015).

And this is just a taste of Spin's vision for serving Seattle. <u>The city's pilot</u> <u>permit limits</u> the company to 500 bikes in the first month, 1,000 in month two, 2,000 in month three and then more after that if all goes well. Spin said in a press release when they launched that they hope to get to 10,000 bikes.

But this week was a great chance to learn about the power of the stationless bike share model. It's the closest thing to a bike share Pepsi Challenge we may ever get. Both Pronto and Spin had 500 bikes an everting securitiely evelopinghis

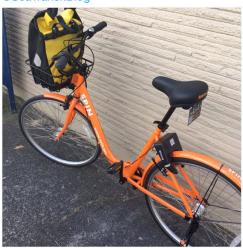
bikes operating essentially exclusively in Seattle, and Spin got more rides. A week isn't an



Hirsute Appendage @yur_mustache

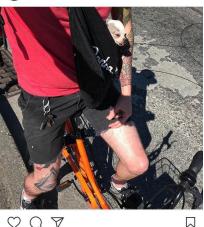
@Spin_Seattle @GlenBikes took my first #spinseattle today -- was in a hurry and there it was waiting! Love stationless! @SeaTransitBlog

A+ Follow



9:33 AM - 20 Jul 2017

poquitosteve



Liked by spin.pm and 18 others poquitosteve Went for a Spin! Beats the bus!





Some spin appreciation from my son Jayden 6:35 PM - Jul 20, 2017



8+ Follow

My 86 year old mother loved the new @Spin_Seattle bike share program.



6:32 PM - 25 Jul 2017 from University of Washington

Alan - SingleFlyer 3 ngle_flye



Took a @spincities bike ride today in Seattle! Shortened my walk to class by a few minutes. Very easy to use!



5:08 PM - 17 Jul 2017



•••





35 likes grracejeon lvars date @ gas works with the help of @spin.pm

....



Key Usage Statistics Reporting

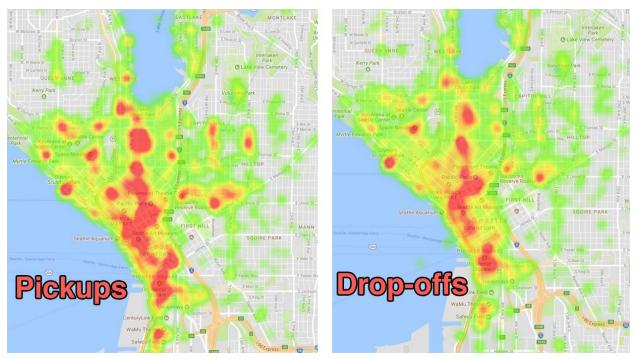
- **5000** rides per week
- 16.71 average trip length in minutes
- 2.71 average number of trips per user

Analysis

Compared to pick-ups, drop-offs are much more dispersed, as seen by the lower concentration of hot spots. An equivalent station-based system would require a large network of stations to cover similar geography. This showcases the fact that people are riding Spin bikes to where they want to go and that they are not geographically constrained to a predetermined area as required in a docked bike system.

Average length of trips at under 17 minutes indicates that people are using the bikes at an average cost of \$1.00 per ride, indicating the value of a pay-as-you-go system with a lower bottom threshold as compared to docked bike prices and pricing schemas.

Average number of trips per user indicates that the bikes are being used more frequently than almost every docked bike system in the United States.



(Courtesy of Seattle Bike Blog)



Spin Cities Policy

Introduction

At Spin, we believe in a more livable, greener city, where people come first, and getting about and around town can be done easily, affordably, and sustainably. Spin's stationless smartbikes use the latest technologies to boost the shared-mobility movement to the next level:

- People have an easier, cheaper way of running errands, commuting, meeting up with friends, or just exploring the city.
- Local businesses get more bicyclists stopping or passing by, meaning more exposure and more sales.
- Governments don't have to spend the time or resources to subsidize, operate, or maintain Spin's free-floating smartbike operations we take care of it all.

To help Spin come to your community, we think there should be a framework to make sure everything's safe and maintained and to help communities realize the full benefits of Spin's affordable, accessible means of getting around. That's why we've come up with a set of general principles to inform all interested stakeholders, including local governments and their constituents.

Safety

- Spin's operation team hired from the local community will regularly inspect and maintain our CPSC-certified and ISO 4210-certified smartbikes to exceed safety and quality standards. We also make sure our users know to follow their city's bicycle laws, and we make sure everyone's insured for everyone's peace of mind.
- Our operations team will respond to any reports of our smartbikes in need of attention or repair, disabling them from being unlocked and used until we make sure everything's taken care of.

Accessibility

• At Spin, we want everyone to have access to our cheaper way of getting around. Our operations team repositions our bikes based on demand and traffic flow, but we also work with cities to make sure folks aren't left out. When it comes to



transportation, we believe in equity and affordability, and we're constantly thinking about ways to help do what other shared-mobility modes have struggled to achieve.

Community-Focused

- Spin is committed to our communities. That's why we launched the Spin Cities
 Project to fund local bike safety programs, awareness efforts, and infrastructure
 by continually contributing a portion of local ride revenue. The Spin Cities Project
 is led by local advisory councils drawn from public- and private-sector leaders in
 each of Spin's cities.
- Another way Spin works with communities is by sharing anonymized, high-resolution trip data. By doing so, we aim to help city leaders tackle mobility planning issues and get a better understanding of how their constituents move around.
- We're also mindful that communities don't want to be overwhelmed by too many stationless bikeshare operators deploying at once, so we're open to suggestions on how to make sure only the most responsible companies get the community's green light.

Fewer Cars

 We want to help cities reduce the number of cars and vehicle-miles traveled and to make stationless bikeshare a viable and sustainable alternative. That's why it should be easy for local Spin users to get from Point A to Point B by letting them park anywhere legal that doesn't obstruct traffic – car or pedestrian otherwise. Most cities allow bicyclists to park on sidewalks (against a building or a post), as well as bike racks and corrals (whether off- or on-street). Local Spin users should also have the option of parking in public parking spots, just as cities allow other forms of shared mobility to do so. Just think how many Spin smartbikes could responsibly fit into a single parking spot, and imagine the number of cars it could help reduce!

Policy Recommendation

We believe a single-operator pilot provides both the City and its residents with the opportunity to experience and evaluate Spin's mobility solution. Should the City and the public respond favorably to the pilot, we recommend that the City consider establishing a formal process for a stationless bikeshare permit program. Spin is committed to working closely with City officials and would recommend the below example permit requirements that served as the basis for Seattle's permit program. The below provisions could also serve as the basis for a contract between the City and Spin.

EXAMPLE PERMIT REQUIREMENTS (SEATTLE MODEL)

SAFETY

All bicycles used in systems issued a permit under this program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.

All bicycles shall include a front light that emits white light and a rear red reflector.

All operators permitted under this permit program shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle.

All permitted operators shall have commercial general liability insurance on form CG 00 01 or the equivalent and additional coverages.

Prior to the permit being issued, all permittees shall sign and record an indemnification agreement indemnifying and holding harmless the City. Permitted operators agree that the City is not responsible for educating users regarding bicycle laws. Neither is the City responsible for educating users on

how to ride or operate a bicycle.

PARKING

Free-floating bicycles shall be parked in the part of the sidewalk adjacent to the roadway curb or on the sidewalk against a building as long as a 6-feet pedestrian clear zone is maintained, or at a bicycle rack. Bicycle share operators shall inform customers on how to park a bicycle properly.

Any free-floating bicycle that is parked in one location for more than 7 consecutive days without moving may be removed by City crews and taken to

a City facility for storage at the expense of the bicycle share operator.

All permitted operators shall provide contact information for bicycle relocation requests.

Bicycles shall be upright when parked.



Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the operator based on these times:

- 9am to 6pm on weekdays, not including holidays within three hours of receiving notice,
- All other times within 12 hours of receiving notice.

OPERATIONS

All permitted operators under the permit program shall provide the City with a direct contact for bicycle share company staff that are capable of rebalancing bicycles. All permitted operators under the permit program shall relocate or rebalance bicycles based on these times:

- 9am to 6pm on weekdays, not including holidays within three hours of receiving notice,
- All other times within 12 hours of receiving notice.

Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before putting the bicycle into revenue service.

All permitted operators shall have a minimum bicycle fleet of 500 bicycles; operators shall meet this fleet size within four weeks of initial launch date. Every bicycle shall have a unique identifier that is visible to the user on the bicycle.

If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs.

The City reserves the right to terminate permits at any time and require that the entire fleet of bicycles be removed from City streets. The decommissioning shall be completed within 30 days unless a different time period is determined by the City.

Permitted operators' fleets are limited to 500 bicycles during the first month, 1,000 bicycles during the second month, and 2,000 bicycles during the third month. After the third month, permitted operators can expand beyond 2,000 assuming they fulfill the other requirements in the permit.

DATA SHARING

All permitted operators shall provide the following anonymized data to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Data will be submitted weekly to weekly.

- Number of bicycles available per day
- Percentage of rides between any two census blocks per hour day
- Percentage of bicycle-hour availability per census block per hour of day

All permitted operators shall keep records of every customer service inquiry, including but not limited to phone calls, emails, online forms, etc., and submit anonymized records to the City monthly. Included in this dataset will be a record of the response time to resolve the issue raised.

All permitted operators under this permit program shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to the City weekly.

All permitted operators will keep a record of reported collisions. These records will be sent to the City weekly.