



# ON-STREET SHARED VEHICLE PARKING PERMIT APPLICATION

v. 6/11/20

Application Type (check one):  New  Renewal  Transfer/Temporary for space number \_\_\_\_\_

### Applicant Information

Name of Shared Vehicle Organization Applicant			
Contact Name			
Business Address			
Mailing Address (if different)			
Phone Number 1		Phone Number 2	
Email Address			

### Location Information

Nominal address (e.g. "123 Elm St")	
Description (e.g. "Elm St, south side, east of Maple Lane")	

SFMTA USE ONLY					
Designated On-Street Shared Vehicle Parking Space Number		Pricing Zone		Monthly fee	
Date granted		Date expire			

The monthly fee for each space is determined by its location. The monthly fee for spaces in Zone 1 shall be \$130, \$75 in Zone 2, and \$20 in Zone 3.

Permittee certifies that any vehicle utilizing this parking space meets the following criteria:

<input type="checkbox"/>	The Shared Vehicle may only be available to members by reservation on an hourly basis, or in smaller intervals, and at rates which vary by time and/or distance.
<input type="checkbox"/>	The Shared Vehicle is available to members at an unstaffed self-service location and available for pick-up by members on a twenty-four hour, seven days per week basis, without assistance or key exchanges, operator, lot, stations or garage or any other paid or contracted personnel.
<input type="checkbox"/>	The Shared Vehicle is available to members one hundred (100) percent of the time when the vehicle is parked in the permitted parking space.
<input type="checkbox"/>	Automobile insurance is provided for the Shared Vehicle for each member using the vehicle during the period of use.
<input type="checkbox"/>	The Shared Vehicle is registered to the permittee.
<input type="checkbox"/>	The emblem of the Vehicle Sharing Organization is prominently displayed on both sides of the vehicle utilizing the space.
<input type="checkbox"/>	The Shared Vehicle is less than seventy-two (72) inches in height.
<input type="checkbox"/>	The Shared Vehicle emits low levels of emissions for the applicable vehicle class.

# SFMTA – On-street Shared Vehicle Parking Permit Application

## ON-STREET SHARED VEHICLE PARKING PERMIT TERMS AND CONDITIONS

### 1. Indemnification

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly or indirectly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its subpermittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

### 2. Permit Term & Revocation

The SFMTA reserves the right to revoke a Shared Vehicle Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the SFMTA. The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the SFMTA revokes a Shared Vehicle Permit, Permittee shall remove Shared Vehicles from the designated Shared Vehicle Parking Space within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.

If the Permittee wishes to contest the revocation of a permit, the Permittee may call (415) 701-5400 or email [MTA Hearings@sfmta.com](mailto:MTA Hearings@sfmta.com) to explain any basis for why the permit should not be revoked.

In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Shared Vehicle Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the Shared Vehicle from the designated Shared Vehicle Parking Space.

On-Street Shared Vehicle Parking Permits may be issued by the SFMTA at any time during the fiscal year but every permit shall expire on June 30 of each calendar year unless otherwise renewed or revoked.

### 3. Payment

SFMTA will bill VSOs for on-street shared vehicle parking space permits on a monthly basis, in advance of the nominal billing month. Permit invoice payments are due in full by the first day of the nominal billing month (e.g. June 1 for June permit fees). Late fees will be applied to permit invoices past due. Billing disputes will be heard and addressed, but invoices must be paid in full by date due; any adjustments will be applied to the next permit invoice.

### 4. Maintaining Shared Vehicle Parking Space

Permittee shall be responsible for maintaining the designated Shared Vehicle Parking Space and twenty-five feet in front and behind the space. Permittee shall maintain this area in such a manner that it shall remain free of debris, trash, glass, garbage, or other obstacles at a level consistent with the surrounding parking spaces to the satisfaction of the SFMTA and Department of Public Works. Permittee shall sweep and clean the parking space as needed and as determined by SFMTA.

### 5. Shared Vehicle Signage

Only the SFMTA may approve and install signage and sidewalk and/or street markings designating a Shared Vehicle Parking Space in or around the on-street parking space. Permittee shall not install, paint or mark any other signs, markings, or other demarcations on City property including on the street or the sidewalk.

Only the SFMTA may remove signage and sidewalk and/or street markings designating a Shared Vehicle Parking Space in or around the on-street parking space. SFMTA is not responsible for any damage caused to Permittee installed signage and/or markings. Permittee may recover any such signage from the SFMTA Sign Shop (415-558-7936).

The SFMTA is not responsible for any damage caused to signs and/or markings that the permittee has provided to SFMTA. VSOs will produce and provide the SFMTA with one 12" x 5" sign per space, displaying the VSO's emblem and identifying text.

## **SFMTA – On-street Shared Vehicle Parking Permit Application**

### **6. Data Sharing Requirements**

Permittee agrees to gather and provide to the SFMTA operational and utilization data for all permitted shared vehicles, in a format and manner satisfactory to the SFMTA, including:

Monthly summary of:

- Number of reservations per space
- Number of unique users per space
- Length of trip (miles / time) per space

Permittee will be required to survey its members about travel behavior, vehicle ownership, and Shared Vehicle use, and share the anonymized survey results with the SFMTA at least once per year. The SFMTA will work with the permittee to develop a survey for VSOs to administer to their members.

### **7. Street Closures**

On-street parking lot spaces can be temporarily closed for construction or special events, with signs typically posted 72 hours in advance. SFMTA will endeavor to notify VSOs of these closures with as much advance notice as possible. However, not all space closures are communicated to SFMTA. VSO vehicles are subject to the same rules and restrictions as other vehicles, and are not exempt from temporary street closures. VSOs will be responsible for moving their vehicles from closed spaces and finding an alternate location, if necessary. The VSOs will be responsible for paying any parking citations received or any tow fees and fines associated if vehicles are towed.

## **Additional Requirements**

### **1. Notice**

Permittee agrees to give the SFMTA 30 days' written notice to abandon a shared vehicle space.

### **2. Outreach**

Permittee is responsible for requesting designated individual parking spaces through a public outreach and implementation process which shall include:

- Conducting all outreach for the parking spaces, including communicating with Supervisors' offices, residents, merchants, and community groups, as well as attending community group meetings to inform residents/merchants of proposed spaces.
- Contacting the owner and occupants of any building fronting the proposed shared vehicle parking space, and the owner and occupants of any building on either side of the fronting property, sharing SFMTA permit program and contact information prepared and provided by the SFMTA.
- Conducting all required public noticing for a proposed on-street parking space request.
- Attending SFMTA public hearings as the sponsor, appearing at public hearings, and addressing questions/concerns from the general public or other interested parties.

### **3. Compliance with Additional Terms and Conditions**

Permittee agrees to comply with any and all additional written terms and conditions required by the SFMTA for participation in the On-Street Shared Vehicle Program provided to Permittee on the date hereof. Permittee acknowledges that these written terms and conditions may be changed, amended, or revised at any time by the SFMTA with at least ninety days prior written notification to the Permittee. By acceptance of a Shared Vehicle Parking Permit, Permittee agrees that it shall either (i) comply with any changed, amended or revised written terms and conditions within ninety (90) days of written notification by the SFMTA. or (ii) elect to cease to use of the Shared Vehicle Parking Spaces and return the Shared Vehicle Parking Permits to the SFMTA. Failure to comply with any or all terms and conditions required by the SFMTA for participation in the On-Street Shared Vehicle Program may result in the revocation of any or all Shared Vehicle Permits issued to the Permittee upon written notice of revocation by the SFMTA.

### **4. Compliance with Applicable Law**

Permittee represents and certifies, under penalty of perjury, that the Vehicle Sharing Organization and the Shared Vehicle on whose behalf the Permittee is seeking this permit is in compliance with all California Vehicle Code requirements, Shared Vehicle Parking Permit requirements, and Vehicle Sharing Organization criteria set forth in the City's Transportation Code.

**SFMTA – On-street Shared Vehicle Parking Permit Application**

**By signing this application, the Permittee verifies on behalf of the Vehicle Sharing Organization that all the information provided is true, that any vehicle utilizing this parking space will only be used for Shared Vehicle-related purposes and that Permittee agrees to the Shared Vehicle Parking Permit Terms and Conditions.**

Permittee Signature	
Print Name & Date	