



City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

May 30, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
 1. Approval of Previous Minutes.
3. **Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
4. **New Business**
 1. Consider and Discuss NBC Sports Marketing.
 2. Consider and Discuss the Red, White, and Boom Fourth of July Celebration in Municipal Park.
 3. Consider and Discuss the Red, White, and Boom Fourth of July 5K in Municipal Park.
 4. Consider and Discuss Paddle Battle Event at Kellogg Lake Park.
 5. Consider and Discuss Tropix Food Truck in Carthage Parks.
 6. Consider and Discuss Food Trucks in Municipal Park for Swimming Meet.
 7. Consider and Discuss Concerts in the Park.
 8. Consider and Discuss Communication Board at Municipal Park.
 9. Consider and Discuss Food Trucks for Schreiber Private Event in Municipal Park.
 10. Consider and Discuss Lime Logistic Partner Agreement.
5. **Staff Reports**
6. **Other Business**
7. **Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

May 16, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes.

ACTION: Motion to accept/approve item 2.1. by Brandi Ensor; second by None;

Motion with a 4:0

AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor, Terri Heckmaster

NOES: None

ABSTAIN: None

3. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)

4. New Business

1. Consider and Discuss Tropix Sales in Parks.

Ms. Almandinger introduced Becky Freeman, owner of Tropix Snow Cone and Dole Whip truck. Ms. Freeman requested permission to park at Carthage Parks throughout the city periodically to sell her items. Ms. Freeman stated that she has attended sports events before and will usually give a percentage earned to the sports event. It was determined by the committee that the policies and ordinances would have to be reviewed before making a decision to allow Ms. Freeman to freely sell in the parks.

No Action Taken.

2. Consider and Discuss Lane Burns Event at Central Park on May 27th.

Ms. Almandinger introduced Ms. Ivie as a representative for the Lane Burns Memorial Event. Ms. Ivie stated that she had previously asked the Public Safety Committee for approval on the road closure for this event and it has been approved to move to council. Ms. Ivie stated that they are requesting to use Central Park on Saturday, May 27th for a celebration for fallen Patrolman Lane Burns. She stated that there would be 4 different food trucks, face painting, a

balloon maker and live bands from 12pm to 9pm. She stated there will be a bounce house that has been donated and will be manned by the sheriff's department and they are working on completing what is needed for the insurance requirements. Ms. Ensor motioned to approve use of Central Park on May 27th 2023 from 12pm to 9pm for the Lanes Burns Event.

ACTION: Motion to accept/approve item 4.2. by Brandi Ensor; second by None;
Motion with a 4:0
AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor, Terri Heckmaster
NOES: None
ABSTAIN: None

3. Consider and Discuss Car for Municipal Park Playground.

Ms. Almandinger brought a playground car option for the new Municipal Park playground at the recommendation of a council member. It was determined that the car would not look like it belonged in the playground. Ms. Almandinger stated that this was the only option that was available through Play and Park.
No Action Taken.

4. Consider and Discuss Kellogg Lake Playground Prep/Site Work

Ms. Almandinger brought a bid for site work for Kellogg Lake Playground. She stated that this site prep work would cost more than the other playgrounds given the work required and the location. The cost for the prep work will be completed by Play and Park and will cost \$74,270.00 Ms. Heckmaster motioned to accept the Kellogg Lake Site work bid through Play and Park for the amount of \$74,270.00.

ACTION: Motion to accept/approve item 4.4. by Terri Heckmaster; second by None;
Motion with a 4:0
AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor, Terri Heckmaster
NOES: None
ABSTAIN: None

5. Consider and Discuss Central Park Playground.

Ms. Almandinger brought to the committee a concept design for the Central Park Playground. She stated that this playground is a prefabricated playground, not custom like the previous playgrounds approved, and that it will have a larger foot print but it was determined that it will still fit in the current playground location. Ms. Ensor motioned to accept the Play and Park Central Playground concept for the amount of \$120,926.91.

ACTION: Motion to accept/approve item 4.5. by Brandi Ensor; second by None;
Motion with a 4:0
AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor, Terri Heckmaster

NOES: None

ABSTAIN: None

6. Consider and Discuss Manlift Bids.

Ms. Almandinger brought 3 bids for a 50 foot towable manlift to the committee. It was determined that due to the cost of the bids that they will have to be accepted in a sealed bid process.

No Action Taken.

7. Consider and Discuss CXT Restrooms

Ms. Almandinger stated that when the city engineer was ready to purchase the approved bathrooms, it was determined the price that was provided was incorrect. After reviewing, it was determined that the prices provided were not state contract pricing and it was best to complete a new contract and allow a new order for more indestructible options that are available. These new bathrooms will have stainless steel options, drinking fountains, timed locks and baby changing stations. They will cost an average of \$18,000 more than previously but it will still be under the budget allowed by the council. Ms. Blankenship motioned to approve the contract with CXT for Carter and Municipal Park bathrooms at \$224,530.00 each, Griggs Park Bathroom at \$95,555.00, and Kellogg Lake Park bathroom at \$43,550.00.

8. Consider and Discuss Griggs Park Renderings.

Ms. Almandinger provided two concepts to the committee for the new Griggs Park playground. One concept had a rope climbing center while the other had a more traditional bar climbing area. The committee agree that they would like to see option 1, the playground with the rope climbing area. These concepts will be completed by Play and Park, the company used for all other playgrounds. Ms. Blankenship motioned to accept the concept for Griggs Park playground at \$414,138.20.

ACTION: Motion to accept/approve item 4.8. by Trudy Blankenship;
second by None;
Motion with a 4:0

AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor, Terri Heckmaster

NOES: None

ABSTAIN: None

9. Consider and Discuss Pump Track at Municipal Park.

Ms. Almandinger introduced Mr. and Ms. Hess from Hess Brothers Bicycle. Ms. Hess spoke about a concept that they had brought to the committee that would go to the north side of the Municipal Park. The concept includes pump tracks and a kids' bicycle park. The Hess's mentioned the need in our area for these concepts due to the closest comparable track in Bentonville, Arkansas. They stated that this would be something that would bring in cyclists from all around and they could spend the day here in Carthage. This concept would also be great to have events and competitions. They offered to help find funding if this was a concept that the committee liked. The committee agreed that they would like to see something like this in our parks and would be interested in more information. No Actions Taken.

10. Consider and Discuss NBC Sports Marketing Agreement.

Ms. Almandinger brought information to the committee on the possibility to partner with NBC Sports to advertise our golf course tee sheets. They would advertise our tee sheet to book tee time on multiple websites and apps. This would be a contract with no up front fee or cost but they would get 50% of the first 8 tee times booked and the golf course gets 100% of the tee times booked after. It was determined that the council wanted more information on this contract and it to be brought back to the next Public Services Committee along with the Golf Course Operations Manager. Ms. Ensor motioned to table the agenda item until further information is provided.

ACTION:

Motion to table item 4.10. by Brandi Ensor;
second by None;

Motion with a 4:0

AYES:

Ed Hardesty, Trudy Blankenship, Brandi
Ensor, Terri Heckmaster

NOES:

None

ABSTAIN:

None

5. **Staff Reports**

Ms. Almandinger reviewed the parks and golf report with the committee. She stated that there has been great feedback on the golf course conditions and the Golf Course Maintenance Supervisor, Cody Gray. Ms. Almandinger stated that the pool company would be coming over the next few days to do some repairs. She said there has been a park maintenance crew working on the pool the past few weeks to get it ready to open. They will be working on painting and caulking this next week. Ms. Almandinger said that the stadium demolition should be completed within the next week. Ms. Almandinger updated the committee on the Civil War Video Bid saying that the script has been revamped and is almost ready to move forward to filming. Ms. Almandinger stated there is an open position for Assistance Golf Operations Manager and will be starting interviews this week. Parks has just completed and received approval to adjust the positions over Memorial Hall to encompass recreation and the position for Events and Recreation Coordinator was posted Monday and applications have already been received. Ms. Almandinger requested an additional meeting for Public Services Committee on May 30th at 5:30.

6. **Other Business**

7. **Adjournment**

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	City of Carthage
	Client's Mailing Address:	2000 Richard Webster Drive Carthage, MO 64836 USA
	Client's Golf Course List: Carthage Municipal Golf Course	

Prepared By:	Jeff Regan	Client's Contact Name:	Tyler Markham
Phone:	(248) 318-7274	Client's Contact Phone:	4172377030
Email:	jeffrey.regan@nbcuni.com	Client's Email:	t.markham@carthagemo.gov

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire One (1) Year thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Carthage Municipal Golf Course	Platform	GolfNow
Carthage Municipal Golf Course	Platform	EZ TeeOff

TOTAL PAYMENT(S)
Trade Payment Terms

Payment Number: PD2-57609 Golf Course: Carthage Municipal Golf Course Trade Provided: All Days Trade Load Time: 11:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 14 Payment will be effective 90 days after activation of Platform GolfNow Client Share of Trade Time sale price is 50.00 % Trade Time will have a Bookable Window beginning at 10:59 AM
Payment Number: PD2-57610 Golf Course: Carthage Municipal Golf Course Trade Provided: All Days Trade Load Time: 11:30 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 14 Payment will be effective 90 days after activation of Platform GolfNow Client Share of Trade Time sale price is 50.00 % Trade Time will have a Bookable Window beginning at 10:59 AM

Client: City of Carthage
Client Address: 988 S Country Club Rd
Carthage, MO 64836
USA
Golf Course List: Carthage Municipal Golf Course
Client Contact: Tyler Markham
Client Email: t.markham@carthagemo.gov

Client:

Client hereby authorizes GolfNow to contact Teesnap ("Tee Sheet Vendor") for the purpose of setting up an interface allowing GolfNow's software to access Client's tee time availability and book reservations to Client's tee sheet.

Client Signature: _____ Date: _____

Name of Technical Contact at Course (if different from above): _____

Technical Contact Phone: _____

GolfNow:

GolfNow hereby authorizes Tee Sheet Vendor to interface with GolfNow's software on Client's behalf for the purposes of providing Client's tee time availability to GolfNow and facilitating the booking of reservations to Client's tee sheet. For the avoidance of doubt, this authorization applies only to Client's Golf Courses listed above.

GolfNow Signature: _____ Date: _____

This form will be submitted to Client's Tee Sheet Vendor for interface configuration.



May 23, 2023

Re: Red, White & Boom, July 4th Celebration

Let this letter and accompanying map serve as a formal request from the Carthage Chamber of Commerce in partnership with the City of Carthage and the Parks & Rec. Department as permission to hold the annual July 4th Red, White & Boom community celebration at Municipal Park.

Meetings were held with the Carthage Police & Fire Departments to plan and execute parking closures, street closures, and services needed. Carthage Parks & Rec. has agreed to aid throughout the day and has gone over the layout of Municipal Park.

1. Red, White, Boom July 4th will start at 2 pm until fireworks at 9:30 pm.
2. The stage will be brought out and set up on the 3rd in the designated area so as not to impede the pool gate for emergencies.
3. Carthage Water & Electric will have electric panels secured by June 30th in the correct designated area.
4. We will have 12 food vendors to align the large parking area and will begin serving at 2 pm.
5. Other vendors will be on the outline of the grass area East of the pool, including the Watermelon Feed.
6. Music will begin at 4 pm with a Karaoke Party!
7. KSN will host Living Well Live beginning at 4 pm.
8. A live band will begin at 7 pm and play until the fireworks.
9. Bounce houses, gelly ball arenas, foam machines, cornhole, face painting, outdoor games, and much more will be happening at the park all day.
10. Fair Acres YMCA will host a FREE community swim from 12-8 pm.
11. Kiwanis will have Kiddieland open FREE to the public from 2 -7 pm.
12. Clean up and get out of the park by 11 pm.

Please ask if you need any additional information regarding this request, activities, or closures. The Carthage Chamber of Commerce looks forward to this continued partnership with the City of Carthage and all its governmental entities.

Respectfully submitted,

Julie Reams

Chamber President

417-358-2373

jreams@carthagechamber.com

Carthage Municipal Park - Google Maps

-
- Legend:**
2. Bounce Houses, Games & Activities
 3. Stage
 4. Close Entrance-No Thru Traffic
 5. Road Closed-No Thru Traffic
 6. Road Closed-No Thru Traffic
 7. Road Closed-No Thru Traffic
 8. Handicap Parking
 9. VIP Firework Viewing Area
 10. Road Closed-No Thru Traffic
 11. Vendors-Max. 12
 12. Vendor Parking

MEMORANDUM OF UNDERSTANDING

I. Parties

This Memorandum of Understanding ("MOU") is entered into by and between the Carthage Chamber of Commerce, a Missouri corporation, operating under the registered trade name "The Carthage Chamber of Commerce" (the "Chamber") and the City of Carthage, a municipal corporation of the State of Missouri (the "City") (together, the "Parties"). This MOU shall be effective as of the date of mutual execution of the Parties.

II. Purpose

A. Intent

It is the intent and purpose of this MOU to define and clarify the responsibilities of the Parties involved regarding the 2023 Red, White, and Boom 4th of July Celebration.

B. Term

The term of this MOU shall be for the year 2023.

III. Understanding of the Parties

The City shall be responsible for the cost of the fireworks, staffing, modifications to the park and any other actions or expenses necessary for the event of occur.

The Chamber shall be responsible for the promotion and obtaining sponsorships of the event. The Chamber will pay for expenses regarding the promotion of the event, to include, but not limited to onsite activities ancillary to the basic event (i.e. Live Music, Kid's Activities, etc.) After promotional expenses are paid, the Chamber will receive 80% of any funds generated by sponsorships or fees paid to the Chamber as part of their promotion of the event. 20% of these remaining funds will be paid to the City.

Limitations

It is mutually agreed and understood between the parties that:

A. Modification

Modifications to this agreement shall only be made mutual consent of both parties, writing, signed and dated prior to any changes becoming effective.

B. Termination

Either party may terminate this instrument at any time before the date of expiration by providing written notice to the other party at least sixty (60) days prior to the effective date of such termination

IV. Approvals by Parties

A. During its meeting on _____, The City of Carthage approved this memorandum.

B. During its meeting on _____, The Carthage Chamber of Commerce approved this memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding.

For the City of Carthage

Signature: _____

Date: _____

For The Carthage Chamber of Commerce:

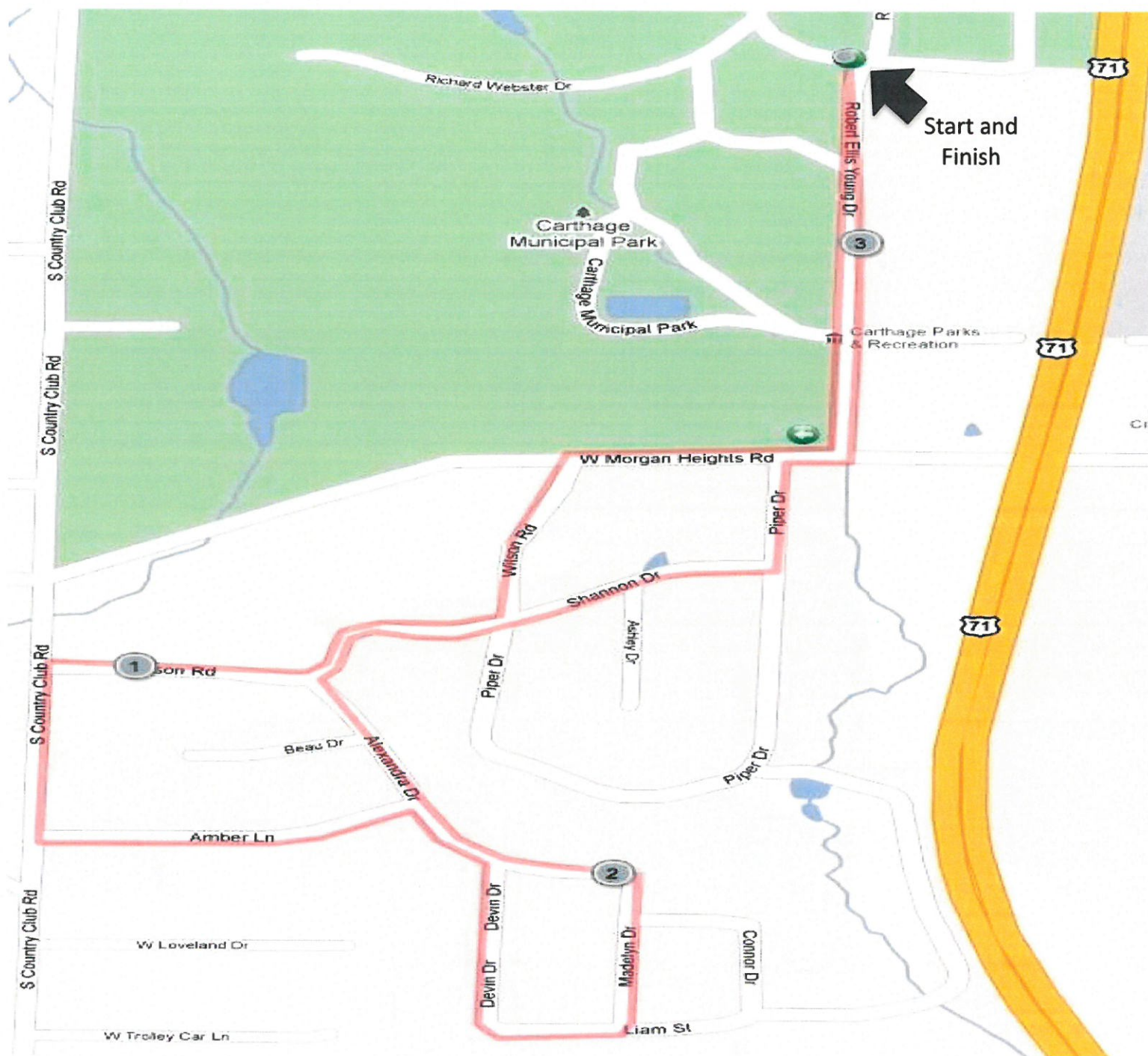
Signature: _____

Date: _____

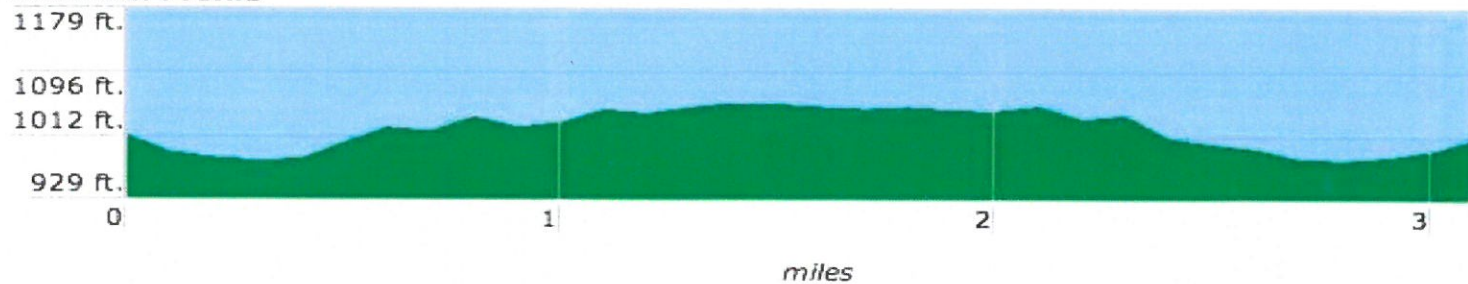
24th Annual Boom 5K Run

This event is a fundraiser for the Carthage Cross Country team and has been held in connection with the City's Red White and Boom Event on July 4th since 2000. The race starts and finishes outside the Rock Stadium and utilizes the parking lot to the west of the stadium, the bathrooms/porta potties, city trash cans as well as the roads as shown on the course map. Typically the parks department allows us to borrow 3-4 folding tables and 4-6 chairs, but we could provide our own if needed. We arrive around 5:30 am and have a timing company set up a start and finish chute. Before the race starts at 7:00 am we have someone associated with the Carthage High School Choir sing the national anthem and then Mayor Rife and Coach Roger Kirby officially start the race. We have a police escort for the race and do not require any roads to be closed at any time. We have volunteers on all corners helping direct the runners and keep everyone safe. Once everyone finishes and the results have been tabulated we have a brief awards ceremony. We are typically finished with the entire event and out of the park around 9:00 am at the latest. This has been a Carthage tradition for the last 24 years and is a great way to kick off the Red White and Boom Celebration.

Boom Run Course Map

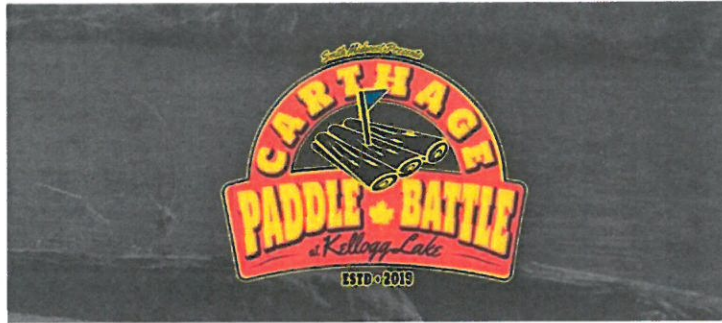


Elevation Profile



Total climb: 143 feet / 44 m

Total elevation change: 290 feet / 88 m



Presented by:

Smith Midwest Real Estate & Vision Carthage

Kip Smith 417.483.1614

kip@smithmidwest.com

CarthagePaddleBattle.com

Paddle Battle is a homemade raft race on Spring River in Kellogg Lake Park.

Friday, August 25, 7p-midnight – Raft Expo, food trucks, & live music

Saturday, August 26, 10a-3p – Homemade raft race heats every fifteen minutes concluding with championship races

Event Benefits

- Raise funds for Vision Carthage.
- Bring the community together for a safe and fun event.
- Generate revenue and community awareness for local businesses and organizations.
- Generate tax revenue for the City of Carthage through customary visitor channels such as lodging, fuel, fast food, food trucks, bait, etc.

Ways to Win

Trophies will be awarded as follows:

- Heat Race Winners
- Final Race Grand Champion

Trophies will also be awarded by a panel of judges for:

- Most Likely to Sink!
- Most Creative Raft
- Best Themed Raft with Costumes
- TFD Award (Total Fricking Disaster)

A cash prize of \$300 will be awarded to the Audience Choice Award winner as determined by popular vote at the Friday night exposition event on August 25, 2023. Votes are cast by spectators and participants. One dollar (\$1) equals one vote. Only paper currency will be accepted for voting. Teams may employ solicitation methods to earn votes and must always keep charge of their “donation/vote” buckets. The team with the most \$1 votes (total money raised) shall be declared the winner.

Race Rules

- We require all participants to act in a responsible/sportsman-like manner, obey all safety requirements and raft race rules, assist their fellow rafters when necessary, and above all enjoy the event.
- Depending on the number of entries, races will be run in heats of 3-6 rafts at a time. Each heat winner will be recognized and will move on to semi-finals/finals.
- Race length is approximately 1,000 feet down Spring River, ending just above the boat take out located near the picnic shelter at the south end of park. The entire raceway is contained comfortably inside Kellogg Lake Park.
- Rafts should be on-site and lined up in the designated exposition area by 5:30pm on Friday, August 25th, 2023.
- Raft crews are invited and encouraged to camp (primitive) with their rafts on Friday night. Raft camp areas will be moved this year to be closer to the food truck/music area. Carthage City Council has granted special permission to do so.
- Races will commence at 10 am Saturday and heats will repeat every fifteen minutes thereafter until all races are complete. Race schedules will be provided to your team captain at the email address supplied, or may be obtained Friday night, at the event.
- Race officials and attendants are volunteers. They are donating their time to help make this event successful. You will be treated with respect. Please reciprocate.
- Safety is paramount. Event leadership reserves the right to disqualify participants, postpone or cancel races, if the safety of participant or spectator is jeopardized.

Raft requirements

- Must be of homemade construction.
- No commercially manufactured hulls.
- Examples of acceptable raft flotation: Plastic barrels, dock foam block, inner tubes, wood, etc.
- The raft must be able to support the weight of the crew.
- Raft deck must be securely fastened to a frame and the frame securely fastened to the hull and/or flotation devices.
- Raft must be of a size and weight no greater than the crew's ability to hand launch the craft.
- No electric or gas-powered motors allowed.
- Permissible propulsion includes paddles, oars, sail, man-powered paddlewheels, etc.
- Raft embellishments or signage should face the starboard side (right hand side) or both sides.
- No offensive images, symbols, or language on the raft or attire of crew members.
- Each team shall reserve a space on the front of the boat of sufficient size for mounting an 18"x18" identification plate that will be provided to you prior to the race.

Tips

- If you use sealed plastic barrels for flotation, figure that every gallon of flotation will float about 8 pounds. For example, if the combined weight of the crew and raft is 1,000 pounds, just divide the weight by 8 ($1000/8=125$). You'd need 125 gallons of barrels/sealed buckets, etc. By comparison, one cubic foot of dock-type foam will float about 60 pounds. Either way, figure extra flotation for safety and unforeseen items brought onto the raft during the race. Remember that your craft must be carried in and out of water using only crew members, so avoid unnecessary weight but try to stand out from the crowd!
- Get creative- Name your boat. Use your company or organization name and don't be afraid to brag a little.
- Team costumes in theme with the raft are crowd pleasers (allowed but not required)
- Be safe but HAVE FUN!

Paddle Battle Safety Rules and Regulations

- Safety is our number one priority. The rules and regulations set forth are for the protection of our participants and spectators.
- Participants must be a minimum of 16 years or older and a competent swimmer.
- Water and Weather Disclaimer- At the discretion of event leadership and in the event of high water or other dangerous conditions, races may be limited, postponed, or canceled, in which case a rain check shall be issued to each paid entry and redeemed at the next event.
- Raft crew must wear a (Type II or better) personal flotation device, at all times during the races.
- All rafts are required to have a safety whistle to be used in extreme emergencies.
- Each raft shall have a minimum of 15 ft rope attached securely to the frame of their raft for purposes of towing and/or rescue.
- No coolers or alcoholic beverages on raft
- No excessive alcohol consumption by crew members
- No glass bottles or containers on or near the water.
- No lewd or offensive language or gestures.
- No unregistered crew members/passengers shall participate in the race.
- Carthage Fire Department Water Rescue Boat will be on hand for emergency situations.
- All teams will carry a sufficient number of oars/paddles to navigate your raft. (Recommended 2 extra)
- Violation of safety rules will result in disqualification without refund at the discretion of event leadership.
- Depending on the number of entries, races will be run in heats of 3-6 rafts at a time. Each heat winner will be recognized and will move on to semi-finals/finals.



Raft Entry/Sponsorship Form

Team/Sponsor Name: _____ Raft # _____ (Internal Use Only)

Team Email Address: _____@_____

Team Captain Cell: (_____) _____ - _____

Crew Members (4-8 crew members allowed):

- | | |
|------------------|----------|
| 1. Captain _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

☐

Raft entry only (Cost is \$100)

☐

T-shirt sponsor only (Cost is \$250)

☐

Raft entry and T-shirt sponsor (Cost is \$300)

Enclosed is our payment in the amount of \$_____. (Please make checks payable to Vision Carthage. Team Captain acknowledges responsibility to deliver signed waiver form/race rules from each crew member by e mail to kip@smithmidwest.com prior to August 23, 2023. I understand that the entry/sponsor fee is non-refundable.

Team Captain Signature

Date _____

Mail or drop off your entry form/payment at:

Vision Carthage

221 W 4th Street, Suite 15, Carthage, MO 64836

Payment Inquiries: (417) 483-1614

(Credit cards accepted with 3.5% + \$0.50 fee per transaction)

PADDLE BATTLE PARTICIPANT WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in Carthage Paddle Battle, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Kip P. Smith, Julie Smith and Smith Midwest LLC, dba Smith Midwest Real Estate, their officers, officials, agents, and/or employees, **Vision Carthage**, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I ACKNOWLEDGE THAT I HAVE READ THE RACES RULES AND REGULATIONS AND AGREE TO COMPLY WITH THOSE RULES AND REGULATIONS AT ALL TIMES.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATE SIGNED: _____

Team Captain Signature

Paddle Battle

Kellogg Lake Park



Friday, August 25th Noon - Saturday, August 26th 5PM
Races Begin 10am Saturday!

May 23, 2023

Dear Carthage Parks and Recreation Committee,

I am Becky Freeman the owner of Tropix, which is a Tropical Sno and Dole soft serve trailer. I am requesting permission to set up Tropix at different sporting events at the YMCA baseball, soccer, and youth football fields. I am wanting to set up when there are games or practices going on for these sports. I have included the schedule dates for baseball games for the summer season along with start dates of the fall and spring seasons that Tropix is requesting to setup at games/practices. Along with setting up in the parking lot of the youth football field by the water tower during their season. (practices and games subject to change due to weather)

Baseball field game start times. 5:30 pm, 6:00pm, 6:30pm,7:00pm, 7:15pm, 7:30pm

Summer season

June games	June possible practice dates
June 1, 2, 5, 6, 8, 9,	June 3,4,7
June 12,13,15, 16,	June 10,11,14
June 19,20,22,23	June 17,18,21
June 26, 27, 29	June 24, 25, 28,30,31
League Tournament TBA depending on Make-up Games and Weather	

Fall Season

Outdoor soccer, and Flag Football Season September- October. Starting 9/12/23 to 10/30/23

Spring Season

Outdoor Soccer Season March. Starting 3/18/24 to end of May

Youth Football Season tentative dates and scheduled practices and activities. Located at the YMCA field by the water tower. (Practices and times subject to change due to weather.)

Summer football camp/ Scrimmages

July 22, 2023 August 26, 2023

Football practices start August 7, 2023 between the hours of 5:00pm to 8:00pm

Practice dates

August: 7,8,9,10,14,15,16,17,21,22,23,24,28,29,30,31

September: 4,5,6,7,11,12,13,14,18,19,20,21,25,26,27,28

October: 2,3,4,5,9,10,11,12,16,17,18,19,23,24,25,27

Requesting permission for setup during the season of Kiddie Land to set up inside the park on Saturday and Sunday and Mondays of the three-day holiday weekends Starting Memorial Day to end of season for 2023 during hours of operation.

May 27, 28, 29, **June** 3, 4, 10,11, 17,18, 24, 25, **July** 1, 2, 4, 8,9,15,16,22,23,29,30

August 5, 6, 12, 13, 19, 20, 26, 27, **September** 2,3, 9, 10, 16, 17, 23, 24, 30

Fair Acres Family YMCA's Kraken Summer Swim Session located at Carthage Municipal Pool,
(Season Dates weather permitting)

Practices **May 22-August 6** Monday-Thursday 5:45- 8:00pm

These dates included

June 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, July 3, 4, 5, 6, 10, 11, 12, 13,17, 18, 19, 20, 24, 25, 26, 27, 31, **August** 1, 2, 3,

Thank you for your consideration and supporting a small family owned business in Carthage, striving to help the community of Carthage grow.

-Becky Freeman

Tropix

Attention: Public Service Committee

Re: June 24 and July 22-23, 2023

The Kraken Fair Acres Y Summer swim team along with the Lamar Tiger Sharks would like to use food trucks as concession during our respective swim meets. We use this as a fundraiser for our teams.

Due to the team size, we do not have parents available to dedicate to setting up our own concession stand, let alone have the space near the pool area to keep items at proper temperature. Each food truck donates back 10% to our team and we have done this for the past several years to defray our team cost.

Lamar – June 23

Swimming in Carthage due to no pool. Location of food trucks would be in between the skating rink and the pool on the grassy area. CWEP drops a power supply out there in order for us to run the meet.

Kraken -Fair Acres Family Y July 22nd & 23rd. Same location If an alternate location is needed, we are wanting to reserve the pavilion to the north side of the pool.

Thank you,

Barbara Wright

Kraken, Swim Board Advisory President

Park usage request for

Concerts in the Park

By Carthage Council on the Arts

Submitted by: Brady Beckham – President Carthage Council on the Arts

Dates

Saturday June 24th

Saturday July 22nd

Saturday Aug 19th

For all dates we request the use of the large and small pavilions in Central park, and permission to have sales (food / beverage trucks) in the park. Sales could include band merchandise, services like face painting or balloon animals, or vendors that use a tent/table instead of a truck.

Food trucks will be parked on the street, we request parking for vendors be blocked off on the south side of 7th street, just across from the library. The road does not need to be closed, we just want to be sure vendors have a place to park and set up.

I believe the pavilions are already reserved for June/July; Keith Garber, representing Carthage Council on the Arts, has reservations for the June and July dates. We just need to add August and seek any approvals necessary

A PROPOSAL BY
BRYAN SHALLENBURGER

COMMUNICATION BOARD
PLAYGROUND PROJECT



COMMUNICATION BOARD PROPOSAL

May 2023

COMMUNICATION

It gives children the right to communicate and have commonly used vocabulary in each location readily available, regardless of whether they have already been receiving services by a professional who gave them access to their personal communication boards. It provides all children the opportunity to talk about what they see and want to do during playtime together.

PUBLIC AWARENESS

Many parents who do not have personal experience with working with neuro-diverse children are unaware of signs that their child needs help, or of the services out there designed to help. These boards can raise awareness by bringing an accommodation to the forefront.

INCLUSION

A playground communication board augments a child's ability to be a part of whatever activity is taking place on the playground alongside their friends. We are helping to prevent children from getting left out simply because they are needing help interacting with their peers.

SOCIALIZATION

Being able to use the communication boards is especially beneficial when it comes to friendships between all children regardless of their communication abilities. These boards encourage children without disabilities to talk to children with disabilities. A playground communication board is an important tool when bridging the gaps for non-verbal kids.



COMMUNICATION BOARD

Number of Students with Autism

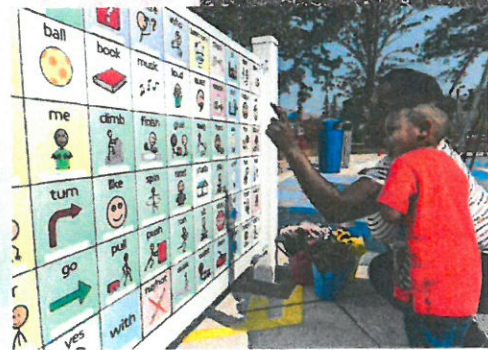
Carthage - 63

Webb City - 84

Joplin - 267

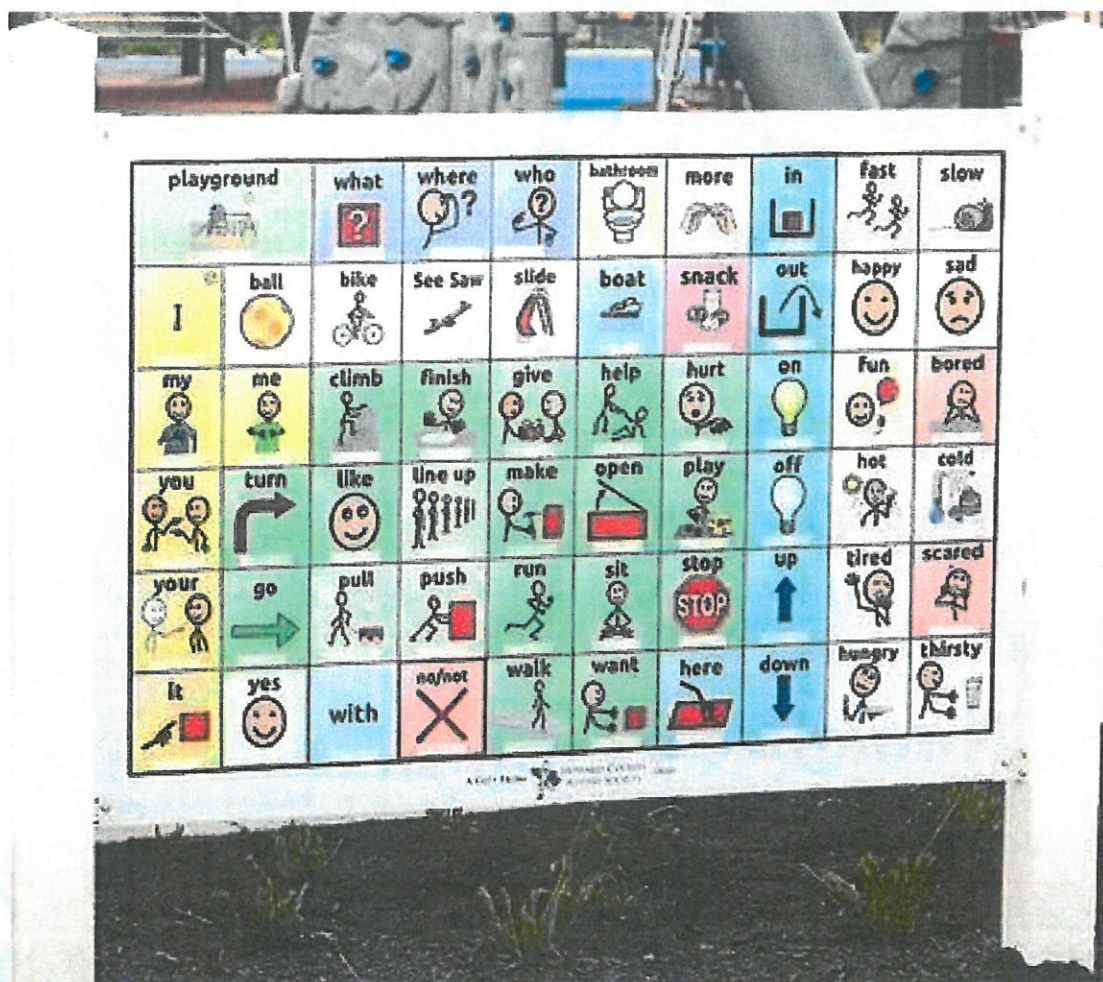
Carl Junction - 32

Neosho - 67



**30 student in Carthage Schools are
considered non-verbal**

**COMMUNICATION
BOARD**



**3' wide x 2' tall
4x4 post**

Cost \$1,500

Sign Designs would make and install

**Sign will be paid for by sponsors and
donors.**

**COMMUNICATION
BOARD**



Lime Logistics Provider Agreement

This Logistics Provider Agreement ("**Agreement**") is made and entered into on [REDACTED], 2023 ("**Effective Date**") by and between Neutron Holdings, Inc. ("**Lime**"), a Delaware corporation, with an address at 85 2nd Street, San Francisco, California 94105 and [REDACTED] with an address at [REDACTED] ("**Logistics Provider**"), an independent third party company providing logistics services, including but not limited to the charging, delivery, and swapping of products. Lime and Logistics Provider may each be referred to herein as a "**Party**" and together collectively as the "**Parties**."

Recitals

WHEREAS, Lime is a technology company that connects riders to dockless micromobility devices, including without limitation electric bikes, electric scooters, and electric mopeds (collectively, with any related parts and/or equipment (e.g., chargers, batteries, helmets), the "**Products**") available for use through its website and/or associated mobile applications (collectively, the "**Platform**"). The Platform provides riders with the ability to scan a QR Code on the Products or use another method via the Lime mobile application ("**Rider App**") to unlock and access the Products. In addition, the Platform provides certain accounts with the ability to unlock and access the Products for general maintenance and logistics purposes by either using the "Juicer Mode" of the Rider App, or using a second mobile application (the "**Lime Ops App**", together with the Rider App, the "**Lime App**"). In connection with the Platform, Products may be placed at strategic and convenient locations within each market service area, including at specific designated locations ("**Deployment Area**"), and the location of each available Product is identified on the Platform to allow riders to identify locations of Products that are available for use;

WHEREAS, Lime is not in the business of providing electric charging and delivery services related to the Products, but rather is a provider of the technology and network that connects riders to the Products;

WHEREAS, Logistics Provider is an established provider of third-party logistics services, with the skills, qualifications, expertise, and experience necessary to perform and manage the provision of such services;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Term and Renewal

The term of this Agreement will commence on the Effective Date and will continue in full force and effect for a period of three (3) months thereafter unless earlier terminated in accordance with this Agreement (the "**Initial Term**"). After the Initial Term, the Agreement will automatically renew and continue for additional, successive twelve (12) month periods (together with the Initial Term, the "**Term**") unless a Party provides the other Party with at least 14 days prior written notice of its intent not to renew the Agreement.

2. Services

2.1 Description of the Services.

(A) **General.** During the Term, Logistics Provider will provide to Lime the following services, as such services may evolve or be supplemented, enhanced, modified or replaced in

accordance with this Agreement: coordinate and arrange for the retrieving, charging, deployment, rebalancing, and/or swapping of the Products; repairs of the Products, and other logistics services, all as requested by Lime in writing and/or described in more detail in Exhibits A-1 and/or A-2 (as applicable) (collectively, the “**Services**”). Logistics Provider shall assume all risk of loss and damage to the Products while it is in the custody, possession or control of Logistics Provider or Logistics Provider Personnel and will reimburse Lime for any such loss or damage. Logistics Provider will provide the Services in accordance with the requirements of the Agreement and in compliance with the Service Level Agreement attached hereto as Exhibit B (the “**Service Level Agreement**”) and if applicable, the Deployment Rules attached hereto as Exhibit C (the “**Deployment Rules**”).

(B) Additional Resources. Except as otherwise expressly provided in this Agreement or in an Exhibit attached hereto, Logistics Provider will be solely responsible for providing the labor, supervision, materials, services, facilities, equipment, software, technical knowledge, training, expertise and other resources necessary for the proper performance and provision of the Services in accordance with the requirements of this Agreement.

(C) Lime Facilities; Lime Equipment. To the extent Logistics Provider is granted access to Lime’s facilities or Lime equipment, Logistics Provider will, and will require all Logistics Provider Personnel (defined in Section 5.1), to comply with all Lime Policies (as defined herein) pertaining to the Lime facilities and/or equipment and Logistics Provider shall be solely responsible and liable for any damage or injuries caused by Logistics Provider Personnel while at any Lime facilities or using any Lime equipment. Lime reserves the right to bar Logistics Provider Personnel from accessing Lime’s facilities or Lime equipment for any reason and at any time, including without limitation for failure to observe Lime Policies. The temporary, non-exclusive and revocable access to and use of Lime facilities granted hereunder does not constitute a leasehold, usufruct, or other property right or interest in favor of Logistics Provider. Lime retains all of its right, title and interest in and to the Lime facility and Lime equipment. Logistics Provider will use the Lime facility and Lime equipment for the sole purpose of providing the Services. When those parts of the Lime facility and Lime equipment are no longer required for performance of the Services, and in any case, before the effective termination of this Agreement, Logistics Provider will return the Lime facility and Lime equipment to Lime in substantially the same condition as they were in when Logistics Provider began use of them, subject to reasonable wear and tear. Logistics Provider is responsible for any loss or damage to Lime facilities and Lime equipment beyond reasonable wear and tear and will reimburse Lime for any such loss or damage. Lime assumes no liability for any Logistics Provider equipment or other materials brought onto Lime’s facilities by Logistics Provider Personnel. Logistics Provider shall comply with the terms of Exhibit D to the extent that it is granted access to Lime’s facilities or use of Lime’s equipment. The Logistics Provider warrants that all its employees and/or agents that are deployed on Lime’s premises have the necessary work permits and other permits and training required to perform the Services. Logistics Provider also ensures that Logistics Provider personnel and their performance of the Services hereunder and any Logistics Provider equipment are covered by all necessary insurance at the Logistics Provider’s expense and responsibility.

(D) Cancellation of Services. Lime may cancel or postpone any scheduled Services by providing advance notice to Logistics Provider. In case of severe weather conditions, including but not limited to heavy snow, heavy rain or ice on the streets in a Market (as defined below) without the obligation to pay or compensate for the cancelled Services.

(E) **Non-Exclusivity.** Both Parties acknowledge and agree that this Agreement will not create any exclusive rights with respect to the provision or receipt of any Services.

3. Compliance with Laws and Policies

3.1 Compliance.

(A) Logistics Provider will (i) comply with all laws applicable to Logistics Provider, its business and its provision of the Services ("**Logistics Provider Laws**"), and (ii) perform the Services in a manner that does not cause Lime to be out of compliance with any laws applicable to Lime and its receipt of the Services ("**Lime Laws**", and together with Logistics Provider Laws, "**Laws**"). Logistics Provider will, and will cause Logistics Provider Personnel to, comply with any Lime policies, standards, rules, and procedures applicable to performance of the Services or Lime facility(ies) and Lime equipment (collectively, "**Lime Policies**") that are disclosed to Logistics Provider, as such Lime Policies may be revised from time to time. Failure to comply with the Lime Policies constitutes a material breach of this Agreement.

(B) Logistics Provider will implement changes in the Services provided by Logistics Provider due to changes in Logistics Provider Laws. As requested by Lime, Logistics Provider will implement changes in the Services due to changes in Lime Laws or Lime Policies. To the extent such changes result in a material increase of the scope of Services, the parties will discuss in good faith any corresponding changes to applicable fees.

3.2 Audits. Lime and its agents (which may include a third party auditor) may inspect, examine and audit the records, data, and facilities of Logistics Provider that pertain to the Services to verify (a) the accuracy of Logistics Provider's invoices, and (b) Logistics Provider's compliance with the Agreement. In support of the foregoing right, Logistics Provider will keep and maintain (i) financial records relating to the Agreement, (ii) records substantiating Logistics Provider's invoices, (iii) records pertaining to Logistics Provider's compliance with the Agreement, and (iv) such other operational records pertaining to performance of the Services as Logistics Provider keeps in the ordinary course of its business. Logistics Provider will retain such records for the longer of three (3) years after the Term ends or as required by applicable Laws. Logistics Provider will make such records available to Lime and its auditors for examination and copying upon request

3.3 Consequences of Non-Compliance. If Logistics Provider is not in compliance with any applicable Law with which it is required to comply, then (i) Logistics Provider will immediately undertake such measures as Lime may reasonably require and that are necessary to establish compliance with such Law, (ii) Lime (or its designee) may undertake such measures as it may require and that are necessary to establish compliance by the Logistics Provider with such Law or (iii) if such non-compliance creates serious reputational or regulatory risk for Lime such that Lime determines, in its reasonable business judgment, that its continued receipt of the Services could reasonably be expected to have a material adverse effect on its reputation, regulatory compliance, or legal risk, Lime may, upon notice to the Logistics Provider, terminate for cause, in whole or in part, the Agreement, without cost or penalty and without the payment of any termination charges. The remedies provided in this Section 3.2 are without prejudice to any other rights or remedies that may be available to Lime at law or in equity, including, but not limited to Logistics Provider indemnifying Lime for the effects of Logistics Provider's non-compliance.

4. **Logistics Provider Representations and Warranties**

Logistics Provider represents and warrants (i) it has the full power and authority to enter into this Agreement and perform its obligations hereunder, (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (iii) that it is an independently established business customarily engaged in providing services of a similar nature as the Services it provides to Lime, (iv) that it will perform the Services in a competent and professional manner consistent with the highest industry standards, (v) it has not entered into, and during the Term, will not enter into, any agreement that would prevent it from complying with this Agreement and performing the Services, (vi) it has all required business licenses or business tax registrations to perform work in the jurisdictions in which the Services will be provided, (viii) that, unless otherwise negotiated between the Parties through a separate lease agreement, Logistics Provider will maintain an independent place of business and independent business address from Lime (together the “**Logistics Provider’s Representations and Warranties**”) and (ix) that these Logistics Provider’s Representations and Warranties will continue to be true during the Term. At least once annually during the Term, Lime has the right and ability to audit Logistics Provider’s compliance with the Logistics Provider’s Representations and Warranties.

5. **Logistics Provider Personnel**

5.1 **General.**

(A) Logistics Provider will assign an adequate number of its workers (“**Logistics Provider Personnel**”) to perform the Services. Logistics Provider Personnel assigned to perform the Services will possess the experience, skills and qualifications necessary to perform the Services in accordance with this Agreement and any additional experience, skills and qualifications agreed upon by the Parties. Logistics Provider acknowledges and agrees that it will be the sole responsibility of Logistics Provider to ensure that it provides adequate training and education so that the Logistics Provider Personnel assigned to perform the Services remain current as to industry standards and best practices and developments and changes to the Services.

(B) To the extent permitted by applicable Laws, before assigning any Logistics Provider Personnel to perform the Services, Logistics Provider will conduct, in compliance with all applicable Laws, a background check and criminal background check on each such individual, and Logistics Provider will not assign any Logistics Provider Personnel to perform the Services who does not pass such background checks. Logistics Provider shall conduct periodic background and motor vehicle report checks, subject to applicable Law, and shall require Logistics Provider Personnel to supply proof of license, equipment or insurance upon Lime’s request. Upon Lime’s request, Logistics Provider will provide Lime with Logistics Provider’s background check policy for its review. In addition, Logistics Provider will ensure that all Logistics Provider Personnel are legally authorized to work in the jurisdictions in which the Services will be performed. Logistics Provider will be solely responsible for compliance with immigration and visa laws and requirements in respect of the Logistics Provider Personnel. Logistics Provider represents and warrants that all Logistics Provider Personnel will hold appropriate and valid visas or other work authorizations for the jurisdiction in which such individuals will be working. Further, Logistics Provider represents and warrants that it has written agreements in place with its Logistics Provider Personnel sufficient to comply with its obligations pursuant to this Agreement including to protect Lime’s Confidential Information as set forth herein. Additionally, Logistics Provider agrees that it is solely responsible for ensuring that Logistics Provider Personnel meet local, state and/or federal requirements to validly provide Services to Lime. For contractors and subcontractors working as

Logistics Provider Personnel, these requirements include, but are not limited to, requiring contractors to be properly classified as independent contractors.

5.2 Compliance.

(A) Logistics Provider will ensure all Logistics Provider Personnel comply with the following requirements, and Logistics Provider will be solely and entirely responsible for imposing and enforcing such requirements upon Logistics Provider Personnel:

(a) Logistics Provider will ensure that Logistics Provider Personnel maintain any and all licenses, permits, and registrations necessary to perform Services in the locality or localities ("**Market(s)**") in which Logistics Provider operates;

(b) Logistics Provider will ensure that Logistics Provider Personnel are at least eighteen (18) years of age, have a valid driver's license, and have the appropriate level of certification necessary or advisable within the Market to operate any vehicle used to perform Services;

(c) to the extent Logistics Provider is legally permitted to obtain driving records from regulatory authorities in a Market, Logistics Provider will ensure that Logistics Provider Personnel have a safe driving record;

(d) Logistics Provider will ensure that all Logistics Provider Personnel agree to the Lime User Agreement (www.li.me/user-agreement) and receive a copy of or access to Lime's Privacy Notice (www.li.me/privacy);

(e) Logistics Provider shall immediately report any misappropriation of Lime property to Lime, or at Lime's direction, to the appropriate legal authorities;

(f) Unless Lime provides such equipment (as described in an exhibit attached hereto), Logistics Provider will acquire and maintain in good working condition and at its own expense all equipment it deems necessary in its reasonable discretion to perform the Services, including without limitation vehicles and bikes, will ensure such equipment meets all industry and regulatory standards, and will ensure all such equipment are appropriately registered to lawfully perform the Services in the Market(s);

(g) Unless a repair is expressly requested by Lime in a Rate Addendum or in another writing, Logistics Provider agrees that neither it nor Logistics Provider Personnel will undertake any repair, service, alter or otherwise make any modification to the Products (including batteries and chargers), and Logistics Provider agrees that if a Product (including a battery) is in need of repair that it will immediately report that the Product is in need of repair using the Lime App and will transport and deliver the Product to a Deployment Area or other reasonable location identified by Lime;

(h) Neither Logistics Provider nor Logistics Provider Personnel may reverse engineer, decipher, decompile, modify or disassemble any Products or equipment (including without limitation batteries and chargers) or extract any software from the Products, or modify

the software, develop derivative works of the software or allow others to do so, or to attempt to do any of the foregoing;

(i) In addition, and without limiting the remainder of Section 5, Logistics Provider will ensure that all Logistics Provider Personnel comply with the following provisions of this Agreement: 10.2, 13, 14, and 17;

(j) Logistics Provider and Lime will work collaboratively to ensure any and all Logistics Provider Personnel assigned to perform the Services will receive training for safe operation and maintenance of Products, including, but not limited to, safe handling of Products' batteries. Logistics Provider understands and agrees that unsafe operation and maintenance of Products may result in injury to individuals and reputational harm to Lime; and

(k) Logistics Provider agrees to indemnify Lime for any violation of this Section 5, including but not limited to any damages to third parties (including without limitation riders) as a result of the violation. This provision is in addition to the indemnity provisions as set forth in Section 13 of this Agreement, which shall also apply in its entirety.

6. Employment of Logistics Provider Personnel.

6.1 Logistics Provider will at all times remain the employer of all of its employees (including all Logistics Provider Personnel) or will be the contracting party to engage all such Logistics Provider Personnel as subcontractors or independent contractors (if not retained as employees). Where Logistics Provider is the employer, Logistics Provider will perform all of the responsibilities of an employer under applicable Laws. Where Logistics Provider is the contracting party, it will perform all of the responsibilities of the contracting party under applicable Laws and will be solely responsible for ensuring these requirements are met.

(A) As between Lime and Logistics Provider, Logistics Provider will be solely responsible for (i) selecting and hiring or otherwise engaging its Logistics Provider Personnel legally, including compliance with all applicable laws in connection therewith, (ii) assuming full responsibility for the actions of Logistics Provider Personnel while performing Services, including how they perform Services and how they use Lime facilities and equipment (to the extent access is granted by Lime), (iii) the supervision, direction and control of Logistics Provider Personnel performing Services, (iv) paying Logistics Provider Personnel's wages and other benefits that Logistics Provider offers to Logistics Provider Personnel in accordance with applicable laws, (v) paying or withholding all required payroll taxes and mandated insurance premiums, (vi) providing worker's compensation coverage for Logistics Provider Personnel as required by Law, (vii) fulfilling its obligations with respect to unemployment compensation and (viii) any decisions regarding any discipline or terminations of Logistics Provider Personnel.

(B) Lime will have no right to, and will not, control or prescribe the day-to-day manner, method or means that Logistics Provider Personnel use to complete the Services. Lime will not have any ability to control the wages, hours or working conditions of Logistics Provider Personnel. Further, Lime will not control the hiring or firing of Logistics Provider Personnel. The provisions of this Agreement reserving ultimate authority in Lime have been inserted solely to achieve compliance with federal, state or local laws and regulations, including those relevant safety and environmental laws and

regulations, and interpretations thereof. **Lime is not an employer—joint, in common, dual, or otherwise—of any Logistics Provider Personnel.**

(C) Logistics Provider represents and warrants that (i) it is an equal opportunity employer and does not discriminate in hiring or employment practices on the basis of race, gender, age, religion, national origin, political affiliation, sexual preference, disability, marital status, veteran status or any other basis forbidden by Law, (ii) the Services will be provided/performed in conformance with the above stated nondiscrimination policy and all applicable equal opportunity laws and policies and (iii) it will not directly or indirectly violate the letter or spirit of such laws and policies.

(D) Without limiting the foregoing, Logistics Provider represents and warrants that it will under all circumstances (i) not use child labor (the term “child” means a person younger than the prevailing local minimum working age, but in no event will any child younger than age 14 be employed in the performance of the Services), (ii) comply with all applicable wage and hour Laws, including minimum wage, overtime, maximum hours and benefits, and will use fair employment practices as defined by applicable Laws, (iii) provide Logistics Provider Personnel with a safe, healthy and humane workplace, (iv) comply with all applicable environmental Laws and (5) employ persons whose presence is voluntary and will not use forced labor or corporal punishment or other forms of mental or physical coercion as a form of discipline of employees.

(E) Logistics Provider acknowledges and agrees that it is responsible for complying with all Laws and regulations applicable to its performance of the Services.

(F) Unless otherwise expressly stated to the contrary, Logistics Provider agrees that each and every Logistics Provider Personnel shall, before performing any Services pursuant to this Agreement, execute and return to Logistics Provider an arbitration agreement, the form and substance of which shall be approved in advance by Lime, which prohibits class, collective, and representative actions or arbitrations against Logistics Provider and/or its clients, including without limitation Lime, and requires all of its Logistics Provider Personnel to submit to binding arbitration with respect to any dispute with Logistics Provider and/or its clients, including without limitation Lime. Copies of such executed agreements shall be maintained by Logistics Provider and promptly provided to Lime upon request. Logistics Provider will indemnify, defend, and hold Lime, its affiliates and their respective directors, officers, agents and employees harmless from all claims, demands, losses, damages and judgments, including court costs and attorneys’ fees, related to Logistics Provider’s failure to comply with this paragraph.]

(G) Failure to comply with any part of this Section 6 will constitute a material breach of this Agreement.

6.2 Use of Subcontractors

(A) Other than with respect to Logistics Provider Personnel, Logistics Provider will not subcontract or delegate performance of the Services or any other obligations under this Agreement to a third party without the prior written consent of Lime, which consent Lime may withhold in its sole discretion.

(B) If Logistics Provider desires to enter into a subcontract with a third party for which Lime’s consent is required, Logistics Provider will give Lime reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract and the identity and qualifications of the proposed Logistics Provider agent. At Lime’s request, Logistics Provider

will forward to Lime a description of the scope and material terms (other than financial) of the proposed subcontract.

(C) No subcontracting or delegation will release Logistics Provider from its responsibility for its obligations under this Agreement, and Logistics Provider will be responsible for all acts and omissions of any agents, including compliance or any non-compliance with any term of this Agreement.

7. Insurance

7.1 Logistics Provider shall carry at all times during the Term and for one (1) year after the Term, at its own expense:

(A) commercial general liability insurance with a minimum limit for each occurrence of at least One Million US Dollars (\$1,000,000.00) and at least Two Million Dollars (\$2,000,000.00) in the aggregate (or the local currency equivalent), which shall cover any theft, loss, or damage to any Product or other Lime property that occurs while in the custody of Logistic Provider or Logistic Provider Personnel;

(B) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000) in the aggregate (or the local currency equivalent);

(C) workers' compensation insurance, as required by applicable law, or to the extent permissible by law occupational accident insurance in lieu of workers' compensation insurance;

(D) property and fire insurance, including commercial property, homeowners' insurance and/or renters' insurance as applicable, on any location where Services are performed; and

(E) automobile liability insurance for every vehicle used to perform the Services with a minimum limit of One Million US Dollars \$1,000,000 (or the local currency equivalent) combined single limit (such vehicle insurance must provide insurance coverage for all activities arising in connection with the Services, and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts));

7.2 Logistics Provider's policies are to be written on a primary and non-contributory basis. Logistics Provider's insurance policies shall name Lime and its affiliated companies, including their respective directors, officers, employees and agents, as additional insureds (the "*Insured Entities*"). Logistics Provider's insurance policies required under this Section 7 shall provide a waiver of subrogation in favor of the Insured Entities. Logistics Provider will be responsible for paying any deductible or retention under its policies. Upon request, Logistics Provider shall furnish Lime with certificates of insurance evidencing its compliance with the provisions of this section. Where applicable, Logistics Provider will require Logistics Provider Personnel to provide proof of the insurance coverage as specified herein, in addition to requiring that its employees provide updated proof of insurance each time they renew, alter or cancel such insurance coverage.

8. Location

8.1 Geo-Location Data. Logistics Provider will ensure that Logistics Provider Personnel acknowledge and agree that their geo-location information must be provided to Lime via the Lime App in order to provide the Services, and that such geo-location information may be monitored and tracked by Lime and shared with Logistics Provider and third parties when Logistics Provider Personnel are

logged into and available to receive pick-up, electric charge, swap and delivery information from the Lime App. Logistics Provider will require that Logistics Provider Personnel not falsely report their geo-location, prevent or attempt to prevent the Lime App from reporting its geo-location, or otherwise attempt to circumvent this requirement. Logistics Provider agrees to indemnify Lime for any failure to obtain proper consent from Logistics Provider Personnel for such monitoring, tracking, and sharing of their geo-location information.

8.2 Deployment Areas. Logistics Provider agrees to faithfully and diligently devote best efforts, skills and abilities to the performance of the Services in a professional manner that is at least consistent with industry standards, including but not limited to the following:

(A) Logistics Provider agrees that it will maintain a sufficient number of Logistics Provider Personnel within a reasonable distance of Deployment Areas in its Market; and

(B) As applicable, Logistics Provider agrees that it will ensure, in a timely manner, the pick-up (“unlock and harvest”) of each Product from a designated Market, the transport of the Product and the completion of a full electric charge to each Product, the swap of a battery, as well as the transport of the Product back to a Deployment Area designated on the Platform in a manner that is satisfactory to Lime and consistent with placement requirements designed to ensure safety to the public, as outlined in the Deployment Rules (if applicable), Service Level Agreements, or as otherwise communicated to Logistics Provider by Lime.

9. Use of Lime Platform, Lime App, and Products

9.1 Logistics Provider acknowledges that the performance of the Services requires the use of Lime’s Platform and/or Lime App.

(A) Logistics Provider agrees to promptly notify Lime of any Product issues or concerns, including without limitation any omissions or mistakes in any charging or delivery to the Deployment Area provided on the Platform and to appropriately report and deliver any broken Products (as determined pursuant to Lime’s standard operating procedures) to the designated Deployment Area, which may include specific repair locations such as a Lime warehouse, in accordance with the information provided on the Lime App.

(B) Logistics Provider agrees that Logistics Provider Personnel will use the Lime App to communicate pick-up, completion of full electric charge, completion of battery swap, delivery status, completion of delivery, and/or completion of a Product repair with Lime in a manner and method sufficient for Lime to update the Platform. Logistics Provider acknowledges that the Lime App may be updated periodically, and the type and timing of communications may change. If there are technical issues with the Lime App, Logistics Provider will promptly notify Lime, and Lime may prohibit the performance of Services until the Lime App is functional.

(C) Logistics Provider agrees that the Services will be performed in a safe manner and in compliance with all applicable Laws (including, without limitation, safety, and utility regulations regarding access to and provision of electricity, and traffic laws), as well as all other applicable regulations and guidelines.

(D) Network and data access must be generally available at all times while Logistics Provider Personnel are performing Services in order for Logistics Provider Personnel to use the Lime App

on a data-enabled smartphone. WIFI-only data access is not sufficient. Smartphones may not be jailbroken (if iPhone) or rooted (if Android), or otherwise altered to circumvent requirements or processes of the Lime App.

(E) Notwithstanding anything to the contrary in this Agreement and without prior notice or liability to Logistics Provider, Lime may change or restrict access to the Lime App (or any part thereof), either temporarily or permanently, and for any reason including without limitation if Logistics Provider or Logistics Provider Personnel are or are reasonably suspected of being in breach of this Agreement.

10. Intellectual Property Rights

10.1 Lime Intellectual Property.

(A) As between Lime and Logistics Provider, all right, title and interest in and to Lime's intellectual property ("**IP**") will remain the exclusive property of Lime. To the extent necessary to provide the Services, and subject to the terms and conditions of this Agreement, Lime hereby grants to Logistics Provider, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use the Lime IP during the duration of this Agreement, subject to any restrictions set forth in any applicable third-party agreements. Notwithstanding the foregoing, any and all access to the Lime Platform or Lime App are governed by the Lime User Agreement.

10.2 Brand and Trademarks. Logistics Provider acknowledges and agrees that Lime owns all rights in the Lime its brands, tradenames, trademarks, copyrights, and other similar intellectual property ("**Trademarks**"). No license from Lime to any Lime Trademark is granted or implied under this Agreement. Logistics Provider will not use, register or market any Lime Trademark or create, use, register or market any similar name, trade name, trademark, copyright, graphic, logo, brand, uniform resource locator, trade dress or other designation containing, being a derivative of or otherwise similar to any Lime Trademark at any time.

11. Payments.

11.1 Rate Addenda.

(A) Per Task Rate Addendum.

(1) **Fees.** Lime will pay Logistics Provider Fees for the Services in the amounts and pursuant to the terms agreed to between the parties in the Lime App. By unlocking any Product, Logistics Provider agrees to the Fee offered and applicable to the Services at the time offered. Failure to comply with this Agreement (or any exhibit referenced herein) shall result in Logistics Provider not being entitled to any Fee.

(2) **Invoicing.** Logistics Provider will inform Lime through the Lime App of the number of tasks completed on a weekly basis for Services performed in the preceding week. Logistics Provider shall submit to Lime a written invoice for the Services performed under this Per Task Rate Addendum. Each such invoice will be subject to review and approval by Lime. Each invoice shall include a Purchase Order number. VAT shall be broken out, identified on each invoice, and added to the net invoice amount.

11.2 Payment. Except as otherwise set forth in a Rate Addendum, Lime undertakes to pay Logistics Provider's invoices within thirty (30) calendar days following the invoice date, by bank transfer into the account mentioned on the corresponding invoice.

11.3 Modifications to Rate Addenda. In the event of a change in Lime's business (e.g., change in Lime's products or services, relocation of Lime facilities), change in Market conditions (e.g., change to Lime's operating permit requirements), or if Lime makes updates or improvements to its products and/or services to accommodate a request or need by Logistics Provider, or to improve Logistics Provider's experience with Lime's products and services, Lime shall be entitled to modify the relevant Rate Addendum to change pricing. Lime will inform Logistics Provider without undue delay about any such modification. If Logistics Provider does not object within two (2) weeks after receipt of notice (e-mail sufficient), the modification shall be deemed accepted. If Logistics Provider objects, Lime may at its discretion (i) continue accepting delivery of and use of the Services without the modification to the applicable Rate Addendum, or (ii) terminate the Agreement immediately without liability.

11.4 Disputes. Upon Lime's request, Logistics Provider will participate in periodic meetings with Lime in order to review charges and resolve exceptions.

11.5 Withholdings. Lime may withhold payment of particular charges or fees that Lime disputes in good faith, provided that Lime provides Logistics Provider with notice of the amounts being disputed and the reason for withholding such amounts.

11.6 Taxes.

(A) Unless stated otherwise in a Rate Addendum, payments to Logistics Provider are inclusive of any applicable taxes (such as sales, excise, VAT, GST and other similar taxes).

(B) Logistics Provider will be financially responsible for taxes arising from or relating to the Services, and Logistics Provider will remit any taxes in all applicable jurisdictions as required by Law, including any taxes payable on equipment or property Logistics Provider owns or leases from a third party, or for which Logistics Provider is financially responsible under this Agreement, and taxes on any goods or services used or consumed by Logistics Provider in providing the where such taxes are imposed on Logistics Provider's acquisition or use of such goods or services. Logistics Provider acknowledges and agrees that it is solely responsible for the payment of any taxes and/or assessments imposed on account of the payment of compensation to Logistics Provider Personnel pursuant to this Agreement. Lime will not make any withholdings or payments of said taxes or assessments with respect to compensation paid by Logistics Provider hereunder; provided, however, that if required by Law or any

Governmental Authority, Lime will withhold any such taxes or assessments from the payments due Logistics Provider, and any such withholding will be for Logistics Provider's account.

(C) Each Party will be responsible for its own income taxes and any taxes on its personal property. Unless otherwise specified in this Agreement, any withholding tax levied on payments made by Lime to Logistics Provider will be considered payment to Logistics Provider.

(D) Logistics Provider represents, warrants and covenants that it will file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in applicable jurisdictions.

11.7 Parties' Relationship. This Agreement is made between co-equal, independent business enterprises that are separately owned and operated. Neither Party will have the right to bind the other by contract or otherwise, except as specifically provided hereunder. The Parties expressly disclaim that they have entered into any type of franchising relationship. This Agreement does not create an employer-employee, agent-principal or joint venture or joint employer relationship.

12. Indemnity.

12.1 Logistics Provider agrees to indemnify, protect and hold harmless Lime and its affiliates, and their respective employees, officers, directors and agents (collectively, the "**Lime Indemnitees**") from any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly from, as a result of or in connection with, any third party claim relating to (i) the actions or omissions of any person employed or engaged (including without limitation Logistics Provider Personnel) by Logistics Provider, including without limitation property damage or personal injury to, or death of, any person, or (ii) Logistics Provider's failure to comply with any term of this Agreement. Lime will have the right to select its counsel and direct its defense in the event that a claim triggering its right to indemnification hereunder is made.

12.2 Logistics Provider agrees to indemnify, protect and hold harmless the Lime Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Logistics Provider or its employees.

12.3 Logistics Provider agrees to indemnify, protect and hold harmless the Lime Indemnitees from any and all costs of Logistics Provider's business sought to be paid by Lime, including without limitation costs of wages (or back wages), employee benefits, insurance or regulatory licenses, permits or fines.

12.4 To the maximum extent permitted by applicable law, Logistics Provider's obligations under this Section 12 will apply even if Lime's conduct has contributed to the claims, but Logistics

Provider's obligations to indemnify and hold harmless will not apply to the extent that such claims were solely and directly caused by the gross negligence or willful misconduct of Lime.

12.5 Unless resolved informally or in small claims court, all damage or injury claims between Lime and Logistics Provider will be resolved pursuant to the Arbitration Provision (as defined and set forth in Section 17).

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIME ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE ACCESS TO OR USE OF LIME FACILITIES, LIME EQUIPMENT, THE PLATFORM OR LIME APP (INCLUDING, BUT NOT LIMITED TO INJURY OR DAMAGE RESULTING FROM MAINTENANCE, TRANSPORT, AND HANDLING OF PRODUCTS AND THEIR COMPONENTS, INCLUDING BATTERIES), (B) ERRORS, MISTAKES OR INACCURACIES OF THE PLATFORM OR LIME APP, (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM OR LIME APP, (D) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM OR LIME APP, (E) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM OR LIME APP OR BY ANY THIRD PARTY OR (F) UNAUTHORIZED ACCESS TO OR USE OF LIME'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

14. Confidentiality.

14.1 Confidential Information.

(A) The Parties understand that the service arrangement created by this Agreement requires the Parties to disclose and exchange confidential, proprietary and other sensitive or non-public information regarding their business, operations, or customers (collectively, "**Confidential Information**"). The Confidential Information of Lime includes without limitation (i) identities and contact information of Lime customers and riders, (ii) personal information of customers and riders (such as email address, phone number, and address), (iii) fees and billing practices, (iv) strategic plans, (v) marketing and advertising materials, (vi) data regarding methods, operations, formulae, systems, data processes and technology (including rating system) and (vii) agreements, notices and other correspondence between Lime and Logistics Provider.

(B) The Confidential Information of Logistics Provider includes without limitation (i) Logistics Provider's equipment, (ii) licenses and other legal authorizations (iii) educational training materials, including but not limited to, materials on its business operations, and (iv) marketing and advertising materials. Confidential Information also includes the terms of this Agreement.

(C) Use and Disclosure. The Parties each agree not to use the other's Confidential Information except solely as necessary to effectuate their respective obligations or exercise their respective rights hereunder, and will not disclose the other's Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party's employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as

restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors and representatives. This Section 14.1 will not apply to Confidential Information which (i) was in the public domain at the time it was communicated to the recipient or subsequently enters the public domain through no fault of the recipient, (ii) the recipient can prove was independently developed by recipient or already known to recipient at the time of receipt (without violation of its obligations hereunder), (iii) was rightfully communicated to recipient, free of any obligation of nondisclosure or restriction as to use or (iv) is required to be disclosed pursuant to judicial order or other compulsion of law, provided that recipient will promptly notify the other Party of such requirement, and will comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient will bear the burden of proving that one or more of the foregoing exceptions apply.

14.2 Ownership. All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.

14.3 Return of Materials. Upon the termination of the Agreement, or upon a disclosing Party's earlier request, the recipient will deliver to the disclosing Party all of the disclosing Party's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that recipient may have in recipient's possession or control.

14.4 Breach. In the event of a breach of Section 14.1, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach in accordance with the Arbitration Provision (as defined and set forth in Section 17). The Parties specifically acknowledge that the unauthorized use or disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law, and in such event the aggrieved Party will be entitled to an injunction pending arbitration, or any other remedy available at law or in equity to prevent further unauthorized use or disclosure, and that no bond will be required. Failure to comply with any part of Section 14.1 will constitute a material breach of this Agreement.

15. Termination.

15.1 For Material Breach. Either Party may terminate this Agreement if the other Party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach. Examples of material breach by Logistics Provider include, without limitation, the following:

(A) Any violation of applicable Laws in connection with the performance of the Services, whether or not such violation resulted in legal action;

(B) Any action or omission by Logistics Provider or Logistics Provider Personnel negatively impacting Lime's reputation or relationship with riders or customers using the Platform;

(C) Any action or omission threatening the safety of Logistics Provider's or Lime's employees, or any rider or customer (including without limitation reckless driving or biking, threats or

aggression, stalking and/or contacting individuals without permission); or being under the influence of illegal substances, alcohol or marijuana while performing any Services.

15.2 Termination by Lime. Lime may terminate this Agreement, or any Rate Addendum, (A) for any or no reason by giving Logistics Provider fourteen (14) days' prior written notice of termination or (B) immediately upon notice if Logistics Provider refuses to or is unable to perform the Services.

16. Survival. The rights and obligations set forth in Sections 4, 5, 6.1, 7, 11.3, 12, 13, 14, 16, 17, 18, and 19 of this Agreement will survive the termination of this Agreement, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and permitted assigns.

17. Mutual Arbitration Provision. To the fullest extent permitted by law, the Parties mutually agree to resolve any and all disputes between or among them exclusively through final and binding arbitration before the Judicial Arbitration and Mediation Service ("**JAMS**"), rather than in court or before any administrative or regulatory body. This agreement to arbitrate ("**Arbitration Provision**") will extend to any dispute involving Logistics Provider, Lime and/or any affiliate of Lime for which Logistics Provider performs Services. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("**FAA**") and will apply to any and all claims including but not limited to those arising out of or relating to this Agreement (including the termination of this Agreement), Logistics Provider Personnel classification and status with Lime or its affiliates, the provision of Services hereunder or any other aspect of the relationship between the Logistics Provider, any subcontractor, Lime and/or any affiliate of Lime, whether arising under federal, state or local statutory and/or common law. The Parties expressly agree that this Agreement shall be governed by the FAA even in the event either or both Parties are otherwise exempted from the FAA. If a court of competent jurisdiction holds that the FAA cannot apply to this Agreement, then the Parties agree that this Arbitration Provision shall be governed by the law of the state in which Independent Juicer resides as of the date of entry into this Agreement and will be enforceable to the fullest extent of the law. **Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision.** However, notwithstanding the preceding sentence, disputes relating to the enforceability, revocability, or validity of the Class Action Waiver may be decided only by a court of competent jurisdiction and not an arbitrator. Regardless of any other terms of this Agreement, nothing prevents Logistics Provider from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

17.1 Notice. If either Party wishes to initiate arbitration, such Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. The demand for arbitration must include (i) a statement of the legal and factual basis of the claim, and (ii) a description of the remedy sought. Any demand for arbitration directed at Lime must be delivered to Lime, 85 2nd Street, Suite 100, San Francisco, CA 94105, Attn: Lime Legal Dept. Any demand for arbitration by Lime must be delivered to Logistics Provider's business address, attention: General Counsel.

17.2 Class Action Waiver. The Parties mutually agree that in connection with entering into this Arbitration Provision, they waive their right to have any dispute or claim brought between them heard or arbitrated as a class action, collective action, and/or representative action, and an arbitrator will not have any authority to hear or arbitrate any class, collective or representative action ("**Class Action Waiver**"). Notwithstanding any other clause contained in this Agreement or the JAMS Rules (as defined below), any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a

court of competent jurisdiction and not by an arbitrator. In any case, in which (i) the dispute is filed as a class, collective, and/or representative action and (ii) there is a final judicial determination that all or part of this Class Action Waiver is unenforceable, the class, collective, and/or representative action must be litigated in a civil court of competent jurisdiction, but only to the extent the Class Action Waiver is deemed unenforceable, and the portion of the Class Action Waiver that is enforceable will be enforced in arbitration.

17.4 Procedure. Any arbitration will be governed by the JAMS Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules where agreed upon by both parties) ("**JAMS Rules**"), except as follows:

(A) The arbitration will be heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator will be an attorney or retired judge with experience in the law underlying the dispute.

(B) If the Parties cannot otherwise agree on a location for the arbitration, the arbitration will take place in the City of San Francisco, California.

(C) Each party will pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, Lime will pay non-filing fee costs uniquely associated with arbitration, such as payment of the costs of JAMS and the arbitrator. If under applicable law Lime is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the Parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

(D) The arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each Party to prepare that Party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.

(E) Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party to the arbitration is entitled under applicable law and which would otherwise be available in a court of law, but will not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator will apply the state or federal substantive law, or both, as applicable.

(F) The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedures governing such motions.

(G) The arbitrator's decision or award will be in writing, with findings of fact and conclusions of law.

(H) The Parties may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief if necessary to preserve the status quo or to prevent the possibility of irreversible or irreparable harm, pending final resolution of arbitration proceedings.

17.5 Right to Consult with an Attorney. Logistics Provider acknowledges that it has been given the opportunity to consult with private counsel of its choice with respect to whether to agree to any aspect of and any claim that may be subject to this Arbitration Provision. In the event that any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

17. Governing Law. This Agreement shall be governed by the laws of the State of California without regard for choice of law provisions.

18. Miscellaneous.

18.1 Conflict of Interest. Logistics Provider represents and warrants the following that Logistics Provider has no business, professional, or other interest, including, but not limited to, the representation of other customers, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Logistics Provider shall immediately inform Lime in writing of such conflict. If, in Lime's judgment, such conflict poses a material conflict to and with the performance of Logistics Provider's obligations under this Agreement, then Lime may terminate the Agreement immediately upon written notice to Logistics Provider; such termination of the Agreement shall be effective upon the receipt of such notice by Logistics Provider.

18.2 Assignment. Logistics Provider may not assign this Agreement without the prior written consent of Lime. Lime may assign this Agreement in whole to any Lime affiliate or otherwise in connection with the sale of all or substantially all of its business or assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.

18.3 Severance. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Law, and the remaining provisions of this Agreement will continue in full force and effect. Those terms, acronyms, phrases and abbreviations utilized in the third-party logistics services industry or other pertinent business context will be interpreted in accordance with their generally understood meaning in such industry or business context.

18.4 Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.

18.5 Force Majeure. Any delay or failure of either Party to perform its obligations shall be excused if Logistics Provider is unable to produce, or deliver, or Lime is unable to accept delivery, or use, the services covered by the Agreement, (a) as the result of an event or occurrence beyond the reasonable control of the Party and without its fault or negligence and (b) provided the event or occurrence cannot be circumvented through the use of commercially reasonable alternative sources or workaround plans, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, pandemics, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence (but in no event more than 5 days thereafter). During the period of such delay or failure to perform by Logistics Provider, Lime, at its option, may procure services from other sources, without liability to Logistics Provider, or have Logistics Provider provide the services from other sources in quantities and at times requested by Lime, and at the price set forth in the Agreement. If requested by Lime, Logistics Provider shall, within 10 days, provide adequate assurances that the delay shall not exceed 14 days. If the delay or Lime's inability to accept delivery of or use the services under this Agreement lasts more than 14 days, or Logistics

Provider does not provide adequate assurance that the delay will cease within 14 days, Lime may immediately terminate the Agreement without liability.

18.6 Headings and Construction. Headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions of this Agreement. No provision of this Agreement shall be construed by the Arbitrator or any Court against any Party by reason of such Party's having or being deemed to have structured or drafted such provision.

18.7 Entire Agreement. This Agreement, together with any appendices attached hereto, sets forth the default provisions governing Lime's engagement of Logistics Provider for the provision of the Services, and supersedes any and all previous agreements between the Parties, whether written or oral. Together with the terms of any Engagements agreed to between the Parties, this Agreement is the entire Agreement between the Parties with respect to the subject matter herein.

18.8 Amendment. No amendment of this Agreement will be valid unless in writing and signed by an authorized representative of each Party (as designated by each Party from time to time).

LOGISTICS PROVIDER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT, HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

(signatures follow)

IN WITNESS WHEREOF, the Parties hereto enter into and execute this Agreement on the dates specified below.

Neutron Holdings, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A-1

Per Task Rate Addendum

N/A

EXHIBIT A-2

Time & Materials Rate Addendum

N/A

Exhibit A-3

Maximum Task Addendum

N/A

EXHIBIT B

Service Level Agreement

N/A

EXHIBIT C

Deployment Rules

N/A

EXHIBIT D

N/A