Exhibit B

Bike Station Permit
PERMIT TO ENTER

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("Successor Agency") grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Municipal Transportation Agency ("SFMTA" or "Permittee") and ALTA BICYCLE SHARE, Inc. an Oregon corporation ("Alta" or "Permitee") (together, "Permittees") a non-exclusive permit to enter upon certain Successor Agency-owned or -leased real property (defined below as the "Permit Area"), located at Yerba Buena Gardens ("YBG") on the northeast corner of Third and Howard Streets, upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter ("Permit").

RECITALS

This Permit is made with reference to the following facts and circumstances:

A. In August 2013, the Bay Area Air Quality Management District (the "Air District") launched a regional bicycle share system along the San Francisco peninsula in the cities of San Francisco, Mountain View, Palo Alto, Redwood City and San Jose. The Air District is the project lead and has partnered with SFMTA, the San Mateo County Transit District, the City of Redwood City, the County of San Mateo, and the Santa Clara Valley Transportation Authority to administer and implement this regional bike share pilot project. The bike share program is a membership-based system of short-term bicycle rentals. Members can check a bicycle out from a network of automated bicycle stations, ride to their destination, and return the bicycle to a different station. The pilot program launched regionally with 700 bicycles at 70 stations with half of the equipment in San Francisco.

B. In February 2013, the Air District, as the overall project lead agency, signed a Bike Share Program Agreement with Alta (the "Alta Contract") to procure the bike share equipment and stations, and implement the program by deploying, operating, and maintaining the system components. SFMTA, as a member of the regional partnership working with the Air District, is implementing the bike sharing project as the lead agency in San Francisco.

C. The bike share stations are solar powered with battery backup and do not require any excavation. The stations are placed on a hard level surface and are not secured; they remain stationary from the weight of the station. The stations are modular, meaning they can have anywhere from 11 to 60 docked docks for storing bicycles in addition to a map board and kiosk for purchasing short-term memberships. See "Attachment A" for station components and specifications. The bike share station located in the Permit Area consists of a 19-dock bike share station built from four technical platforms and a map panel. The station is about 50'-6" in length and 5'-11" in depth with docked bikes (2'-9" in depth without any docked bikes). Station modules were transported to the site using a truck with a lift gate or a small boom and were assembled on-site.

D. In 2013, SFMTA and Alta identified YBG as one of the initial 35 bike share locations in San Francisco for this pilot program (see "Attachment B"). The diversity of land uses, visitors and residents in the area makes YBG an excellent station location. This location
also provides connections to existing bikeways and maintains adequate distances from other stations.

E. Accordingly, on August 22, 2013, the Successor Agency, Alta, and the SFMTA entered into a one-year Permit to Enter for a bike sharing station at YBG pursuant to the Successor Agency’s Permit to Enter Policy adopted on April 1, 2008 by Resolution No. 13-2008 (“Permit to Enter Policy”). The one-year permit to enter expires on July 31, 2014. The YBG bike station has been successfully operating over the past year and SFMTA and ALTA would like to continue operations at YBG for an additional two-year period until July 31, 2016.

F. In November 2013, the Successor Agency submitted its Long-Range Property Management Plan (“PMP”) for the disposition of YBG to the State of California’s Department of Finance (“DOF”) for approval. The PMP is still under review by the DOF. Once the DOF approves the YBG PMP, the Successor Agency will effectuate a transfer of its YBG real estate assets, including the Permit Area, to the City and County of San Francisco (the “City”). If the transfer occurs during the term of this Permit, (a) the Successor Agency’s Executive Director may terminate this Permit pursuant to Section 11 below, or (b) the Successor Agency may assign its interest in this Permit to the City upon the transfer of YBG.

G. The Permit to Enter Policy requires Commission approval for a permit (or series of permits) which would cause the aggregate permit duration to exceed twelve months. Since the existing one year permit expires on July 31, 2014, the Successor Agency, Alta, and the SFMTA need to enter into another permit. The term of this permit shall be for two years until July 31, 2016. Therefore, the Successor Agency’s Commission approved this Permit by Resolution No. ___-2014, adopted at its meeting of July ___, 2014.

H. Pursuant to the Alta Contract, Alta shall install, maintain, operate, and eventually remove the bike share station in the Permit Area. The bike sharing station will be in operation 24 hours a day, 365 days per year. Alta shall re-distribute bicycles among sites and place the bicycles in operable docks throughout the day to ensure no station – including YBG’s – is over or under occupied. Alta operations staff shall perform site and bicycle maintenance (repair of damaged and/or malfunctioning bicycles or docking stations and removal of offensive graffiti or soiling on any equipment) once every two weeks and on an as-needed basis.

I. The Successor Agency contracts with MJM Management Group (“MJM” or “Gardens Manager”) for on-site property management services at YBG. Therefore, MJM will act as the Successor Agency’s representative for all matters related to accessing the Permit Area for the installation, maintenance, operations, and removal of the bike sharing station at YBG. Alta and SFMTA should contact the Gardens Manager by phone at (415) 820-3550 or email at MMcCue@mjmmg.com for access or for any other matters related to the bike sharing station.

ACCORDINGLY, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Agency and Permittees hereby agree as follows:

1. **Permit Area:** The Permit Area is more particularly shown on “Attachment C” hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress
and egress by the Successor Agency, the Gardens Manager, and others, who are authorized to access portions of the Permit Area.

2. **Interim Use:** The Permittees shall use the Permit Area to install, maintain, operate, and remove a bike share station and equipment as described in Recitals C and D above. This is described elsewhere herein as the "**Interim Use.**" No uses other than those specifically stated herein are authorized hereby.

3. **Time of Entry:** Entry may commence, once the Permit is fully executed, on August 1, 2014, at 8:00 a.m. Entry shall terminate on July 31, 2016, at 5:00 p.m., unless earlier terminated by the Successor Agency’s Executive Director under Section 11 hereof or earlier terminated by Permittees by cessation of activities/operations, or unless such time is extended by the Executive Director. The Successor Agency may effectuate a transfer of its YBG properties to the City pursuant to the DOF-approved PMP for YBG, including the property covered by the Permit Area, during the term of this Permit. In the event of a transfer, (a) the Successor Agency’s Executive Director may terminate this Permit pursuant to Section 11 below, or (b) the Successor Agency may assign its interest in this Permit to the City upon the transfer of YBG.

4. **Compensation to Successor Agency:** Permittees shall pay compensation to the Successor Agency:

   YES □  
   NO □

If yes is checked, Permittees shall pay the Successor Agency:

   □ One cent ($0.01) per square foot per day for duration of the permit to enter or
   □ $__________ per day pursuant to Section 9 Reduction or Waiver of Use Fee of the Successor Agency’s Permit to Enter Policy.

   (Executive Director’s initials authorizing fee reduction/waiver). ____________

5. **Indemnification:**

   a. **General Indemnification:** Alta shall defend, hold harmless and indemnify the Successor Agency, the City and County of San Francisco (the "City") and/or their respective commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Permit and any of the Permittees’ operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action or liabilities of any kind arising out of any Release (as defined in Section 6f below) or threatened release of any Hazardous Substance (as defined in Section 6d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which shall be governed exclusively by the provisions of
Section 6c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8

b. **Indemnification By Design Professionals:** This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittees ("Design Professional"). Each Design Professional who will provide design services shall defend, hold harmless and indemnify the Successor Agency, the City and their respective commissioners, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. **No Mechanics’ Liens:** Permittees shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittees or claimed to have been furnished to Permittees or to Permittees' agents or contractors in connection with the Interim Use and Permittees shall hold the Successor Agency free and harmless from any and all cost or expense connected with or arising from the Interim Use.

d. **Indemnification by Alta Bicycle Share:** Although the SFMTA is listed as a Permittee, Alta will be solely responsible for indemnification and limitation of liability under this Permit, pursuant to the contract between Air District and Alta, in which Alta is required to indemnify the City and partner agencies for system use and operations.

6. **Hazardous Material Acknowledgement and Indemnification:**

a. **Hazardous Material Acknowledgement:** Permittees recognize that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees and subcontractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittees acknowledge that the Successor Agency is relying on the Permittees to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees, subpermittees and subcontractors. Permittees agree that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors. Permittees agree that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to such risks and appropriate safety precautions.

b. **Proper Disposal of Hazardous Materials:** Permittees assume sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittees’ entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittees’ activities hereunder.
c. **Toxics Indemnification:** Permittees shall defend, hold harmless and indemnify the Successor Agency, the City, and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with or in the vicinity of the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittees pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittees, including but not limited to any violation of any Environmental Law (as defined in Section 6e below); provided, however, that Permittees shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittees shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. **Hazardous Substances:** For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. **Environmental Laws:** For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. **Release:** For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. **Soils Investigation:** If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittees warrant as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall
during any drilling operations be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Successor Agency has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittees have the sole responsibility to locate the same and to protect the same from damage. Permittees shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Interim Use, the Permittees are advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Successor Agency's Engineer immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Successor Agency upon request and the Successor Agency may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Successor Agency use shall be without any charge to the Successor Agency.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

7. **Insurance:** Alta shall procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of Interim Use by the Permittees, their agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Alta. If Alta maintains additional coverage and/or higher limits than the minimums shown in this Section 7, the Successor Agency requires and shall be entitled to the additional coverage and/or higher limits maintained by Alta.

   a. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

   (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

   (2) Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).

   (3) Workers’ Compensation insurance as required by the State of California and Employer's Liability insurance.

   (4) Professional Liability Insurance appropriate to the Contractor’s profession covering all negligent acts, errors and omissions.

   b. **Minimum Limits of Insurance:** Alta shall maintain limits no less than:
(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of $1,000,000 for bodily injury by accident and $1,000,000 per person and in the annual aggregate for bodily injury by disease.

(4) Professional Liability Insurance: $1,000,000 per claim and in the annual aggregate. If the Professional Liability Insurance is “claims made” coverage, these minimum limits shall be maintained by the design professional for no less than three (3) years beyond completion of the Interim Use.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Successor Agency. At the option of the Successor Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Successor Agency, the City and their respective Commissioners, officers, agents and employees; or Alta shall provide a financial guarantee satisfactory to the Successor Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions:

(1) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

   (i) The “Successor Agency to the San Francisco Redevelopment Agency, the City and County of San Francisco, and their respective Commissioners, officers, agents and employees” are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittees; and liability arising out of the Interim Use performed by or on behalf of the Permittees.

   (ii) For any claims related to this Permit, Alta’s insurance coverage shall be primary insurance as respects to the Successor Agency, the City and their respective Commissioners, officers, agents and employees. Any insurance or self-insurance maintained by the Successor Agency, the City and their respective Commissioners, officers, agents and employees shall be excess of Alta’s insurance and shall not contribute with it.

   (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Successor Agency, the City and their respective Commissioners, officers, agents or employees.
(2) **Workers’ Compensation and Employer’s Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the “San Francisco Redevelopment Successor Agency, the City and County of San Francisco, and their respective Commissioners, officers, agents and employees” for losses arising from the Interim Use performed by the Permittees or for the Successor Agency.

(3) **All Coverages:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Successor Agency.

   e. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A. M. Best’s rating of no less than A:VII, unless otherwise approved by the Successor Agency’s Risk Manager in writing.

   f. **Verification of Coverage:** Alta shall furnish the Successor Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Successor Agency. All certificates and endorsements are to be received and approved by the Successor Agency before the Interim Use commences. The Successor Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

   g. **Subpermittee:** Alta shall include all subpermittees as insureds under its policies or shall require each subpermittee to furnish separate insurance certificates and endorsements. All coverages for subpermittees shall be subject to all the requirements stated herein.

   h. **Insurance by Alta Bicycle Share:** Pursuant to the contract between Alta and the Air District, Alta will be solely responsible for providing the insurance required under this Permit. Therefore, Alta will provide evidence of insurance to the Successor Agency for the coverages listed above in Section 7 of this Permit.

8. **"As Is", Maintenance, Restoration, Vacating:** The Permit Area is accepted “AS IS” and entry upon the Permit Area by Permittees is an acknowledgment by Permittees that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittees. Permittees shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit, Permittees shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to substantially the same condition as the surrounding plaza surface immediately adjacent to the station, damage by fire or other casualty excepted. The Successor Agency shall have the right without notice to dispose of any property left by Permittees after they have vacated the Permit Area. Successor Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and
equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

9. **Compliance With Laws:**
   
a. **Compliance with all Laws:** All activities and operations of the Permittees and/or their agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments, including but not limited to mitigation measures, if any, which are attached hereto and made a part hereof as if set forth in full.

   b. **Nondiscrimination:** The Permittees herein covenant for themselves and for all persons claiming in or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

10. **Security of Permit Area:** There is an existing fence with gates around the Permit Area:
    
    If "Yes" is checked above, Permittees shall maintain said fence in good condition and repair any damage caused by Permittees or as a result of the Interim Use. Permittees may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittees shall keep the Permit Area secure at all times.

11. **Early Termination:** This Permit may be terminated by the Successor Agency in its sole discretion upon 24 hours' notice. Posting at the Permit Area shall be sufficient notice. Alta may terminate this Agreement for any reason upon thirty (30) days written termination notice to the Successor Agency.

12. **Entry under Permittees Authority:** The Permit granted Permittees for the Interim Use as defined in Section 2 shall mean and include all subpermittees, agents and employees of the Permittees. In this regard, Permittees assume all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Interim Use performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittees.

13. **Governing Law:** This Permit shall be governed by and interpreted under the laws of the State of California.

14. **Attorneys' Fees:** In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly
charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

15. **Notices.** All notices and other communications provided hereunder must be in writing and are deemed given: (i) on hand-delivery; (ii) when sent by facsimile (with confirmation of transmission); (iii) when sent by email, with confirmation of transmission; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

If to Successor Agency, notices shall be sent to:

Successor Agency  
1 South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103  
Attention: Executive Director  
Phone: 415-749-2400  
Fax: 415-749-2585  
Email: tiffany.bohee@sfgov.org

If to the SFMTA, notices shall be sent to:

San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103  
Attention: Heath Maddox  
Phone: 415-701-4605  
Email: heath.maddox@sfmta.com

If to Alta, notices shall be sent to:

Bay Area Bike Share  
220 Jerrold Avenue, Unit J,  
San Francisco, CA 94124  
Attention: Kansas Waugh, General Manager  
Phone: 347-267-1916  
Email: kansaswaugh@altabicycleshare.com

With a required copy to:

Alta Bicycle Share, Inc.  
711 S.E. Grand Avenue  
Portland Oregon 97214  
Attention: Michael Pagnozzi, General Counsel
16. **Supplementary Provisions:**

   a. Is additional insurance required?  
      □ Yes  ❌ No  
      
      **Additional Insurance:** If “Yes” is checked above, Permittees shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittees shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Successor Agency and the City as additional insured.

   b. Is a fence and gate required?  
      □ Yes  ❌ No  
      
      **Fence and Gate:** If “Yes” is checked above, the Permittees shall, at their expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the Time of Entry as defined in Section 3. Said fence and gate erected by Permittees shall constitute the personal property of Permittees.

   c. Is security personnel required?  
      □ Yes  ❌ No  
      
      **Security Personnel:** If “Yes” is checked above, Permittees shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

      Daytime: □ Yes  ❌ No  
      Nighttime: □ Yes  ❌ No  

   d. Will subpermittees use the Permit Area?  
      □ Yes  ❌ No  
      
      **Subpermittees:** If “Yes” is checked above, each Subpermittee shall execute this Permit by which execution each such Subpermittee agrees to all of the terms, covenants and conditions hereof. However, Subpermittees may be covered under Permittees’ insurance in lieu of obtaining and maintaining separate insurance pursuant to Section 7(g). As additional Subpermittees are identified for various aspects of the Interim Use hereunder, they shall execute this Permit, if still valid, or a new permit to enter, before entering the Permit Area or commencing operations therein.

   e. Attachments:

      Attachment A – Station Components and Specifications  
      Attachment B – YBG Location Map  
      Attachment C – Permit Area

   [The remainder of this page is left blank intentionally]
IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of the
______ day of ____________, 2014.

PERMITTEES

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through
its Municipal Transportation Agency

By: ________________________________
   Ed Reiskin
   Director of Transportation

ALTA BICYCLE SHARE, Inc., an Oregon corporation

By: ________________________________
   Name:
   Title:

THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

By: ________________________________
   Tiffany Bohee
   Executive Director