

**“Zipcar for Municipalities” Program Agreement  
by and between City of Central Falls and Zipcar, Inc.**

This “Zipcar for Municipalities” Program Agreement, including all schedules attached hereto (hereafter the "Agreement") is made as of the first day of April, 2015, by and between Zipcar, Inc., a Delaware corporation with principal offices at 35 Thomson Place, Boston, MA 02210 ( hereafter "Zipcar"), and the City of Central Falls, a Rhode Island municipality with principal offices at 580 Broad St., Central Falls, RI 02863 (hereafter the "City"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

This Agreement consists of this signature page and the following schedules, which are incorporated by reference and made a part of this Agreement:

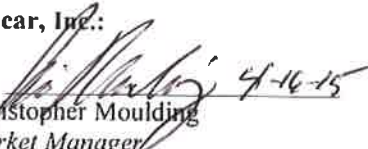
- Schedule A: Zipcar Services and Fees
- Schedule B: City’s Obligations
- Schedule C: Parking Location Visual
- Schedule D: General Terms and Conditions

All notices, requests and demands, and other communications required or permitted under this Agreement will be in writing and sent to the addresses set forth above with a copy of each to the Central Falls City Solicitor. A notice will be deemed effective: (a) upon delivery, if delivered personally to a party; (b) 1 business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) 3 business days after having been deposited in the United States mails, certified mail, postage prepaid, return receipt requested.

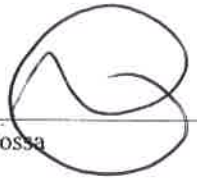
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the parties may be evidenced by a facsimile copy of this Agreement bearing such signature and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.


In Witness Whereof a duly authorized representative of each party has executed this Agreement as of the Effective Date.

Zipcar, Inc.:

By:  4-16-15  
Christopher Moulding  
Market Manager

City:

By:   
James Diossa  
Mayor

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:  4/8/15  
Reviewed *PER F.S.A.*  
Leonard Morganis  
Administrative and Finance Officer

**Schedule A**  
**Zipcar Services and Fees**

**1. Term of Agreement; Exclusivity.** The initial term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance herewith, will continue for a period of one (1) month . This Agreement will automatically renew for successive one (1) month periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term. During the term of this Agreement, City agrees that Zipcar shall be the only car sharing service promoted and used by City.

**2. Number of Vehicles:** Zipcar will provide dedicated car sharing vehicle[s] (“Zipcar Vehicles”) to City as follows:

No. of Vehicles	Start Date	Location
2	April 1, 2015	544 Roosevelt Ave. Central Falls, RI As depicted in Schedule C

**3. Marketing:** Zipcar will provide City with a Zipcar Account Manager to act as a liaison between Zipcar and City, and Zipcar’s standard marketing materials and collateral to promote the car sharing program to City’s residents and employees. In addition, Zipcar shall provide, and City shall install and fill, Zipcar’s standard signage and collateral/postcard drop boxes, in compliance with relevant city, state and federal law.

## **Schedule B City Obligations**

**1. Parking:** City will provide highly visible, dedicated and reserved parking location (s) for each Zipcar Vehicle provided under Schedule A at no charge to Zipcar and shall post at such location(s) Zipcar purchase signage, one (1) solar powered light-up sign and post two (2) 2x2 "Zipcar Lives Here" and "Tow Away" Notices provided by Zipcar in compliance with relevant city, state and federal law. All Zipcar signage will be purchased by Zipcar and will remain the property of Zipcar and no cost shall accrue to the City. The reserved parking locations will be accessible 24 hours, 7 days per week. In addition, at Zipcar's request, City agrees to provide additional, highly visible, dedicated and reserved parking location(s) for Zipcar Vehicles, at no charge to Zipcar, to enable Zipcar to meet the demand for Zipcar Vehicles. Such additional parking locations shall be mutually agreed to by the parties and shall be provided within ten (10) business days of Zipcar's request. City agrees to maintain the parking location(s) free of debris, snow, ice and hazards to the best of the city's ability.

**2. Administration; Marketing:** City shall designate a marketing coordinator to coordinate the marketing and promotion of the Zipcar service to such employees and residents of the Central Falls community. City shall aggressively promote the Zipcar service as mutually agreed by the parties and shall use Zipcar's standard marketing materials and collateral provided by Zipcar and may develop additional bilingual marketing materials. City may create co-branded marketing materials at City's expense upon mutual written agreement of the parties, subject to City's compliance with Zipcar's co-branding guidelines and Zipcar's review and approval prior to dissemination.

**3. Use of Zipcar Name.** City may not use, and may not permit any third party to use, Zipcar's name or logo without Zipcar's prior written consent which will not be unreasonably withheld or delayed. Zipcar may release one press release announcing the parties' relationship hereunder with the prior consent of City, which shall not be unreasonably withheld. Zipcar communications specialist will work with City on any public or media communications and City will adhere to mutually agreed upon PR guidelines which shall be provided to City by Zipcar from time to time. City agrees to use best efforts to notify Zipcar at least one week in advance of a written article, television story, or other third party publication being released in which City has discussed its car sharing program and/or Zipcar, shall provide Zipcar with a copy of the publication at least one week before its release, and shall use best efforts to have the publisher make such modifications as Zipcar may reasonably request.

**Schedule C  
Parking Location**

1. **Location:** Visual representation of the Zipcar parking spaces as described in Schedule A.



## Schedule C General Terms and Conditions

1. **Services; Relationship of the Parties.** Subject to the terms and conditions of this Agreement, Zipcar will provide the services (the "Services") and Zipcar vehicles (the "Zipcar Vehicles") as set forth in Schedule A. City will perform the obligations set forth in Schedule B. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.

2. **Reserved**

3. **Insurance.** During the term of this Agreement, Zipcar will maintain the following insurance: (a) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit (CSL), with Personal Injury Protection (PIP) and Uninsured (UI) and Underinsured Motorist (UIM) coverage at state minimum limits; (b) Commercial General Liability in the amount of \$1,000,000 each occurrence, general aggregate and products and completed operations aggregate; and (c) Commercial Excess in an amount of \$1,000,000 each occurrence and annual aggregate. Zipcar will add City as a designated insured on Zipcar's Commercial Automobile Liability policy and as an additional insured on Zipcar's Commercial General Liability Insurance policy. Eligible Persons are insured as described in the Member Agreement. Within thirty (30) days of the execution of this Agreement, Zipcar will provide City with a certificate of insurance evidencing such coverage.

4. **Publicity.** Zipcar and the City may release a press release announcing the parties' relationship hereunder with the prior consent of each party, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. City hereby gives Zipcar the right to use City's name and logo (i) to create mutually-agreed upon marketing and advertising materials for City to use to promote the Service to its employees and (ii) on Zipcar's customer list which will be displayed on Zipcar's website and in other publications.

5. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZIPCAR MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE SERVICES WILL MEET CITY'S REQUIREMENTS.

6. **LIMITATION ON LIABILITY.** EXCEPT FOR THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS OR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT WITH RESPECT TO CITY'S PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAYABLE FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM. CITY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY CITY. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

7. **Indemnification.** Zipcar shall defend, indemnify and hold harmless the City, the owner of the parking facility and their respective successors, subsidiaries, affiliates, employees, officers, trustees, agents and assigns (the "Indemnified Parties") from and against any and all third party claims brought against any one of the Indemnified Parties by any person or entity (i) for personal injury or property damage and (ii) arising out of the negligence or willful misconduct of Zipcar or its employees, agents or contractors, except to the extent caused by the negligence or willful misconduct of any one of the Indemnified Parties. Zipcar will pay all damages agreed to in a settlement or awarded by a court of competent jurisdiction; provided, however, that no settlement shall be effective without consent of the Indemnified Parties. This indemnification obligation shall be effective only if the Indemnified Parties have given prompt written notice of the claim to Zipcar (except that a failure to give such notice will only affect the obligations of Zipcar hereunder to the extent that Zipcar is actually and materially prejudiced thereby), permitted Zipcar an opportunity to defend, and reasonably cooperated in the defense of the claim at Zipcar's expense.

8. **Confidentiality.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing

party. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as City hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 7 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to obtain specific performance of the receiving party's obligations and to obtain immediate injunctive relief with respect thereto.

9. **Termination.** If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of that breach from the other party then the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors,) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible or give notice, then upon such notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. No termination for cause will be deemed a waiver of any claim for damages by the terminating party. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. Sections 5, 6, 7, 8, 9 and 10 of this Agreement shall survive any termination or expiration of this Agreement.

10. **Miscellaneous.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement.

This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with law of the State of Rhode Island without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Rhode Island, and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.