

MASTER SITE/LICENSE AGREEMENT

THIS MASTER SITE/LICENSE AGREEMENT (the "Agreement" is made as of the day of June 18, 2025 ("Effective Date"), by and between the Village of Croton-on-Hudson, a municipal corporation with offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 ("Municipality") and Dropbike Corp. dba Drop Mobility, a Delaware corporation with an address at 548 Market Street, PMB 64073. San Francisco, California 94101 ("Drop") (Municipality and Drop collectively referred to as "Parties").

WHEREAS, InnoEnergy USA, LLC, a Delaware Limited Liability Company ("InnoEnergy") entered into an agreement dated October 24, 2022 with the New York State Energy Research and Development Authority ("NYSERDA") whereby InnoEnergy agreed to undertake certain obligations to implement the Project Moving onto Vast E-Micromobility Replication ("Project Mover") under the New York Clean Transportation Prize Program; and

WHEREAS, on October 21, 2024, Village Manager Bryan Healy, at the direction of the Village Board of Trustees, signed a Letter of Intent which stated in part, "This letter verifies the intent of the Municipality of Croton-on-Hudson to execute a Site Agreement that permits Shared Mobility Inc. (SMI) and its operational partners to deploy bikeshare hubs at various Municipality-owned or controlled sites. Bikeshare hubs refer to Drop's Classic Hubs (lightweight metal bike parking) and / or Drop's Charging Hubs (powered hubs allowing for the charging of eBikes). The preliminary number and types of hubs to be provided during launch will be specified in Exhibit E. By signing this letter, we [Municipality] agree to work with SMI to develop mutually agreeable site agreements to guide the deployment of bikeshare hubs on Municipality property and in the public right of way. The site agreement will define rights and responsibilities related to installation, operation and maintenance, access, ownership and disposition, insurance, and indemnification of NYSERDA, privacy data, and publicity. The Site Agreement will be executed by a signatory having the authority to commit site to the terms of the agreement"; and

WHEREAS, the Municipality and Shared Mobility developed a list of five (5) locations on Municipality-owned property or within the Municipality's right of way ("ROW") where the bike share hubs can be placed. (Shared Mobility May 1, 2024 memorandum to Municipality staff, exhibit "D"). The agreed upon locations are identified in Exhibit "E."

NOW THEREFORE, intending to be legally bound, the Parties to this Agreement do hereby incorporate the recitals set forth above, and the Parties hereby agree and covenant as follows:

1. **RIGHTS CONVEYED, TERM AND FEE.**

The Municipality does hereby grant and convey to Drop and Drop does accept from the Municipality a nonexclusive license to access Municipality-owned property and property within the Municipality's ROW which properties are identified in Exhibit "E" ("Municipality Property"). Drop shall provide plans to the Municipality delineating the limits of the Municipality Property. The Municipality grants this Agreement solely for the purpose of

installing, repairing, maintaining and removing bikeshare hub sites.

It is understood that this Agreement is for the Municipality Property identified in Exhibit "E." The signatories to the contract affirm that they will appoint a single point of contact for future needs / decisions / location of bikeshare infrastructure. Village Manager Bryan Healy shall serve as the single point of contact for the Municipality.

During the launch of the bikeshare system, this person will be the primary point of contact for the launch team and will facilitate any and all decision making needed on the Municipality's side. Decisions communicated by this person to Drop will be deemed by Drop to be official decisions of the Municipality and Drop can act upon them as such. Once the system is operational, this individual will be responsible for requesting and coordinating any required relocation of bikeshare infrastructure to accommodate Municipality's projects.

The term of this Agreement shall commence on the Effective Date and shall terminate June 1st 2027 unless terminated earlier in accordance with the provision of section 3. The term of the Agreement includes a minimum operating period of four (4) months. Drop can terminate, upon immediate effect, if the NYSERDA agreement is terminated.

The parties agree that there is no fee for this Agreement.

Waiver of Municipal Fees

Because the establishment of this bikeshare system is a public good and is supporting policy objectives of the Municipality, the signatories to this Agreement affirm that if the Municipality requires Drop to secure encroachment permits, or other permits for the installation of bike racks, charging hubs, etc., or if the Municipality requires bicycle licenses, all fees associated with operating bikeshare in the Municipality will be waived.

Business License:

The signatories to this Agreement affirm that this Agreement provides Drop Mobility with permission to operate bikeshare in the Municipality and that no further business license is required for operations.

All terms of this Agreement are subject to the continuation of NYSERDA funding. If at any time funding is terminated, Drop reserves the right to terminate this Agreement and remove equipment from the market.

2. OCCUPANCY AND USE.

Drop acknowledges and agrees to accept the Municipality Property in "as is" condition existing on the Effective Date of this Agreement. Drop shall have no responsibility for any environmental contamination or condition which existed prior to the occupancy period. Drop will provide pre- and post-work photographs of the Municipality's property to show the conditions thereon. Drop shall have no maintenance or repair obligations upon the

Municipality's property licensed to it for latent defects and defects not caused by Drop's use thereof. The Municipality acknowledges it will handle ordinary maintenance and repair defects.

Drop is responsible for the disposal of trash generated in the area subject to the Agreement.

Should Drop fail to maintain the areas subject to the Agreement and all of the equipment and supplies at the area subject to the Agreement including the bike share hubs and bicycles, in good working order and in good, safe, and usable repair and condition and does not dispose of the trash, the Municipality shall provide notice to Drop documenting the defect(s) and Drop will have 10 days to remedy. If Drop fails to remedy the defect(s), the Municipality may, at its discretion and in addition to any other remedy, perform or have performed any necessary repairs or maintenance and any amounts paid by the Municipality for such repairs or maintenance shall become due from Drop within thirty (30) days of receipt of an invoice from the Municipality.

3. NATURE OF PROPERTY AND REVOCABILITY.

It is acknowledged by the Parties that the Municipality's property is either Municipality-owned property or property within the Municipality's ROW and that no transfer of property rights is conveyed by this Agreement. The Municipality retains the right to terminate this Agreement upon written notice at any time due to the governmental nature concerning the regulation of Village ROW. Such termination shall become effective sixty (60) days after such written notice, or immediately should exigent circumstances necessitate the same. Upon non-renewal or termination of this Agreement, Drop shall remove the bike share hubs, all equipment and bicycles. Drop shall have all rights upon or over the Municipality's property as afforded the general public over property that is public in nature.

4. MAINTENANCE AND RESTORATION.

Drop will minimize interference with or damage to the Municipality's property and shall repair any affected portions of the Municipality's property licensed to it to the condition existing at the time of installation, reasonable wear and tear excepted, unless otherwise instructed by the Municipality. Drop's obligation to restore the Municipality's property survives the termination or expiration of this Agreement. Any repair, replacement and/or maintenance by Drop shall be done at reasonable times following a minimum ten (10) days' written notice by the Municipality. Any exercise of Drop's rights under this Agreement shall be done with as little inconvenience to the Municipality as reasonably possible. Drop agrees that it shall expeditiously replace and restore at its cost any part of the Municipality's property affected by Drop's entry onto the Municipality's property in connection with the work undertaken pursuant to this Agreement.

As detailed in the Key Performance Indicators, Drop shall follow a consistent plan for maintenance of equipment at the bike share hubs that includes preventive maintenance. Maintenance of the bike share hubs shall include, but is not limited to, inspecting, cleaning and removing graffiti, scratches and stickers, and removal of debris and trash. These plans may be amended from time to time upon written agreement of the Parties.

All operations and activities by Drop in the Municipality's property covered by this Agreement shall conform with safe practices and shall at all times comply with all local, state and federal laws, rules and regulations pertinent to the operation of the bike share hubs.

5. INSURANCE AND INDEMNIFICATION.

No later than ten days after the Effective Date, Drop shall provide to the Municipality a Certificate of Insurance with the following minimum coverage limits:

- i) Commercial General Liability- \$1,000,000 per occurrence and \$2,000,000 aggregate;
- ii) Commercial Automobile Insurance- \$1,000,000 per occurrence;
- iii) Excess/Umbrella Insurance- \$5,000,000 per occurrence and \$5,000,000 aggregate.
- iv) Proof of workers compensation and New York State Disability Insurance.

The Commercial General Liability, Commercial Automobile Liability and Excess/Umbrella insurance shall name the Municipality, its elected and appointed officials and employees as additional insureds on a primary, non-contributory basis with a waiver of subrogation in favor of the Municipality.

The workers compensation shall be evidenced on a C105.2 form with a waiver of subrogation in favor of the Municipality.

The disability insurance shall be evidenced on a DB 120.1 form.

Any subcontractors retained by Drop also must provide proof of insurance naming the Municipality, its elected and appointed officials and its employees as additional insureds on a primary, non-contributory basis with a waiver of subrogation in favor of the Municipality. Required minimum coverage limits shall be decided on a case-by-case basis by the Municipality in consultation with Drop.

Drop agrees to accept all responsibility for loss or damage to any person or entity, including the Municipality and NYSERDA, and to defend, indemnify, hold harmless and release the Municipality and NYSERDA, including elected officials, appointed officials and employees for the Project MOVER e-Bike Share Program, from and against any and actions, claims, damages, liabilities, disabilities, or expenses, including reasonable attorneys' fees, that may be asserted by any person or entity, that arise out of, pertain to, or relate to Drop's or its agents', employees' subcontractors' negligent performance under this Agreement. Drop agrees that it will provide a complete defense to the Municipality and NYSERDA for claims relating to Drop's, its agents', employees', or subcontractors' negligent performance under this Agreement. Drop's indemnification hereunder shall be reduced or negated based upon concurrent or contributory negligent conduct of the Municipality and/or NYSERDA or their respective employees, agents, or subcontractors. This indemnification obligation is not limited in any way by any limitation on the amount or type of damage or compensation payable to or for Drop to its employees under workers' compensation, disability or employee benefits acts.

The signatories to this Agreement affirm that the insurance requirements outlined in this Agreement are sufficient to allow bikeshare in their municipality. Signatories affirm that Drop will not be required to purchase any additional types of insurance beyond those stated in the Agreement and will not be required to increase the limits on any policies beyond that stated in this Agreement.

6. SEASONAL REMOVAL AND RE-INSTALLATION

The Parties acknowledge the goal of providing year-round bikeshare to the Municipality. Drop and the Municipality agree that Drop may reduce deployed fleet size in the winter and may remove bike share hubs from the Municipality's property at a mutually agreed upon date close to the end of each season and reinstall the bike share hubs to the Municipality's property at a mutually agreed upon date during the spring season. Drop will provide the Municipality with a minimum of three (3) days' written notice of the planned removal and re-installation of the bike share hubs. Such notice shall be the only requirement necessary for Drop to proceed with removal or re-installation.

7. BIKE HUB DEACTIVATION, DE-INSTALLATION AND REINSTALLATION

Drop shall perform bike share hub deactivations, de-installations, and reinstallations to accommodate changing conditions.

Pursuant to the Key Performance Indicators, Drop shall perform daily redistribution of bicycles to adhere to the travel demands and needs of the public.

Bike share hub de-installations may be performed on a temporary or permanent basis upon written approval from the Municipality. All de-installations shall include general clean up at the bike share hub locations.

Whenever bikeshare hub de-installations are done to accommodate work or events scheduled to last longer than two (2) weeks the bike share hub shall be temporarily reinstalled in a location approved by the Municipality.

8. INSPECTION AND AUDIT RIGHTS

NYSERDA, InnoEnergy, Shared Mobility and the Municipality shall have the right at reasonable times and upon reasonable notice to inspect the installation, operation, and maintenance of the bike share hubs.

NYSERDA, InnoEnergy, Shared Mobility and the Municipality shall have the right at reasonable times and upon reasonable notice to test the electric bicycles.

9. PUBLICITY

Municipality, NYSERDA, Shared Mobility and Drop have the right to take, use and publish photographs of the bike share hubs. Pursuant to New York Civil Rights Law section 50, "A person, firm or corporation that uses for advertising purposes, or for the purposes of trade, the name, portrait, picture, likeness, or voice of any living person without having first having obtained the written consent of such person, or if a minor of such minor's parent or guardian, is guilty of a misdemeanor."

10. VACATION OF PREMISES

Upon termination of this Agreement, Drop shall be responsible for: i) the general cleaning of the Municipality Property that is the subject of this Agreement; ii) the disposal of trash generated in the Municipality Property that is the subject of this Agreement; iii) restoration of the Municipality Property to the condition it was in immediately prior to the Agreement; and iv) the removal of the bike share hubs and other equipment and personal property from the Municipality Property.

11. NOTICES

Any notice, consent, approval, request, demand or statement by either party to the other shall be in writing and will be deemed to have been received three (3) days after mailing; one (1) day after delivery by overnight mail; the same day when delivered by hand; and upon receipt of a "Read Receipt" if sent by electronic mail. The contact information for each party shall be as follows:

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520
Attn: Village Manager
managersoffice@crotononhudson-ny.gov

Dropbike Corp. dba Drop Mobility
548 Market Street, PMB 64073
San Francisco, California 94101
Attention: Amber Wason
amber@dropmobility.com

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties as to access for the activities contemplated herein. The Agreement shall not be modified or amended except by a written instrument executed by the Parties.

13. GOVERNING LAW AND VENUE

This Agreement and all matters arising out of or in connection with it shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any litigation arising out of this Agreement shall be brought in the Supreme Court of the State of New York, County of Westchester.

14. COUNTERPARTS

This Agreement may be executed and delivered by the Parties by electronic format (including portable document format (.pdf)) in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. RECITALS

The recitals and whereas clauses are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

VILLAGE OF CROTON-ON-HUDSON

DROPBIKE CORP.

Signed: _____

Signed: Dipesh Dar

Name: Bryan Healy
Title: Village Manager
Date:

Name: Dipesh Dar
Title: COO
Date: 06 / 18 / 2025

Exhibit E - Locations for Bikeshare Hubs

Croton Harmon MTA Station
Pocket Park at Maple Commons
Village Hall
Vassallo Park
Riverside Ave
Croton Free Library

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Sent for signature to Dipesh Dar (dipesh@dropmobility.com)
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06 / 18 / 2025
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Signed by Dipesh Dar (dipesh@dropmobility.com)
IP: 80.169.112.134



COMPLETED

06 / 18 / 2025
18:18:45 UTC

The document has been completed.