

FACILITIES USE AGREEMENT

HEARTLAND BIKE SHARE – LA VISTA CITY CENTRE COMMONS LOCATION

This Facilities Use Agreement (Agreement) is hereby made and entered into by and between the City of La Vista (City), a municipal corporation organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska and ROAM Share, a Nebraska non-profit corporation d/b/a Heartland Bike Share, (Heartland Bike Share).

1. PURPOSE

The purpose of this Agreement is to specify the terms and conditions for the installation and operation of a Heartland Bike Share B-Cycle Station ("Station") upon and from certain real estate owned by the City immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 (See Exhibit A).

2. TERM

This Agreement shall commence upon execution by both parties and terminate on December 31, 2030. The Agreement will automatically renew for one or more consecutive additional one-year terms unless the City provides written notice of nonrenewal to Heartland Bike Share at least 30 days before the end of an initial or renewal term.

3. STATION LOCATIONS

A Station will be acquired, constructed, installed, owned and operated upon and from the real estate ("Location" or "Site") located immediately south of the building located at 8302 City Centre Drive, La Vista, NE 68128 and part of the larger area commonly known as "City Centre Commons", as such Station and Location are described or depicted in Exhibit A and incorporated herein by this reference. This Location upon which the Station is located is owned and controlled by the City. All applicable local, state, and federal laws, ordinances, rules and regulations shall be observed and enforced at this Location.

4. RESPONSIBILITIES

Heartland Bike Share shall observe all City rules and regulations while using the Location referenced above. Heartland Bike Share shall have no authority under this Agreement to bind the City by or with any contract or agreement or negotiate with any additional party or sublease the use of City property; nor to impose any liability on the City.

City shall remit to Heartland Bike Share a one-time payment of \$63,730 in exchange for Heartland Bike Share's purchase of all necessary equipment, installation, and on-going maintenance, repairs or replacement of the City Centre Commons 10-dock Station and associated Ebikes, in accordance with the purchase invoice attached as Exhibit B. Payment for acquisition and installation of the Station will be due 45 days after the City Engineer's Acceptance (defined below) of the Station. Each year thereafter, due one year from the initial installation of the Station, City shall pay Heartland Bike Share an annual fee of \$4,000 for the ongoing maintenance and operation of the Station. Additional responsibilities include:

- **Permitted Uses:** Heartland Bike Share shall be permitted to use the Location for operation of the bike share Station. The Station is to be used for non-motorized bicycles and electric bicycles. No other uses for this Location shall be permitted by the City.
- **Site Usage Fees:** There will be no fees charged by the City for Heartland Bike Share's use of the Station Site contained in this Agreement.
- **Site Preparation:** City shall be responsible for preparing the Station Location at City's cost; this includes only the installation of concrete pad for the Station. A concrete area at least 25' by 10' of 5" thick concrete shall be provided to accommodate the bike share station.
- **Installation:** Heartland Bike Share shall be responsible for acquiring and installing the Station and all associated costs of installation, in accordance with City specifications and requirements, to the satisfaction of the City Engineer as indicated by the City Engineer's written acceptance of the Station following his inspection and Heartland Bike Share's correction of any defects ("Acceptance").

- **Maintenance & Repairs:** Heartland Bike Share shall regularly inspect, service, and maintain the Station and keep the Station in good and operating condition and repair. Repair or replacement of the Station, or any part thereof, if broken, stolen, damaged or vandalized shall be completed by Heartland Bike Share as soon as reasonably possible, at Heartland Bike Share's sole cost and expense.
- **Licenses & Permits:** Heartland Bike Share shall be responsible for obtaining and maintaining any required licenses, permits or permissions for the operation of the Station.
- **Station Modifications:** Heartland Bike Share shall be responsible for having all modifications to the Station first reviewed and approved by the City pursuant to the City Engineer's written approval of applicable permit applications, proposed plans and completed work.
- **Removal of Stations at Termination:** Upon expiration or termination of this Agreement, the Heartland Bike Share, at its cost and expense, shall be responsible for the removal of the Station and repairing any damage and restoring the Site to same or better condition as existing before the Station, to the satisfaction of the City Engineer, ordinary wear-and-tear at the Location excepted.
- **Power Consumption:** Station shall be equipped to utilize solar or battery power for its operation. There will be no power sources supplied by the City. If at a future date the Station requires external power, the Heartland Bike Share shall be responsible for any utility installation costs and usage.
- **Appearance:** Heartland Bike Share shall maintain the Station in clean, neat, good and working condition and repair, including the area immediately surrounding the Site. This includes maintaining it in a sanitary condition in accordance with all Directed Health Measures (DHM) and all applicable federal, state, county and city laws and ordinances, to the satisfaction of the City Engineer. If City determines that the Station or Site is not being maintained as required, Heartland Bike Share agrees to correct the condition within twenty-four (24) hours after notification by City. If the Station Site is vandalized with graffiti, Heartland Bike Share shall remove any graffiti within forty-eight (48) hours after notification of incident.
- **Relocation:** City reserves the right to alter, modify or require relocation of the Station, including access ways, entrances and exits to the Station. In the event City requires the Station to be relocated following the commencement date of this Agreement, City shall be responsible for one half the cost of moving Station and Heartland Bike Share shall be responsible for the remaining cost. If Heartland Bike Share desires to relocate Station to another site, such relocation will require the prior written approval of City, and Heartland Bike Share will be responsible for the entire cost of relocation.
- **Risk of Damage:** Heartland Bike Share shall solely own and operate, and assumes all risk and responsibility for any loss, damage, or destruction occurring to, the Station, including, but not limited to theft, vandalism, graffiti or natural or man-made events. Any damage or defacing of the Station shall be corrected by the Heartland Bike Share within forty-eight (48) hour notice of such incident. The City does not own or operate, and shall not have any risk or responsibility with respect to, the Station, including without limitation for any loss, damage, or destruction occurring to the Station, or to monitor the Station or Location or provide security.
- **Snow removal:** City shall be responsible for the removal of snow around the Station and along sidewalks and pathways leading up to the Station, while Heartland Bike Share shall be responsible for the removal of snow between the bicycles and individual docks within the Station.

5. INDEMNIFICATION

Heartland Bike Share covenants and agrees to release, indemnify, defend and hold harmless the City of La Vista, its officers, agents and employees, their successors and assigns, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from this Agreement, ownership or operation of the Station, or bikes or other equipment connected with the Station or any bike sharing arrangement owned or operated by Heartland Bike Share, including without limitation liabilities, claims, costs or expenses of any kind or nature asserted by anyone for personal injury, death, or property damage in any way arising out of or resulting from any action of Heartland Bike Share in performing pursuant to the terms of this Agreement, and the Heartland Bike Share further agrees to pay all expenses in defending against any claims made against the City of La Vista; provided, however, that the Heartland Bike Share shall not be liable for any injury, damage or loss

proximately caused by the sole negligence or willful misconduct of the City of La Vista, its agents or employees. The Heartland Bike Share and the City of La Vista each agree to promptly give the other notice upon learning of any claim made or suit instituted that is connected with this Agreement, the Station, bikes, other equipment or bike sharing arrangement under this Agreement and, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

6. LIABILITY INSURANCE REQUIREMENTS

Heartland Bike Share must procure and maintain in effect during the term of this Agreement, with a company or companies licensed to do business in the State of Nebraska, general liability insurance, together with umbrella liability coverage, in total with minimum policy limits of \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, for bodily injury or death and property damage, written by an insurance company on terms satisfactory to the City Administrator or her designee. The policy or policies for such insurance shall expressly include the City as an additional named insured, and shall be primary and non-contributory in relation to any coverage maintained by the City, and waive subrogation against the City, its officers, agents or employees, or any of them. A copy of the policy or policies or a Certificate of Insurance (COI) evidencing the existence thereof shall be delivered to City, and a current copy shall be provided to City upon renewals.

7. DESIGNATED REPRESENTATIVES

Any notices required or communications to be given herein may be given by personal delivery, by mail or email. Notices regarding this Agreement shall be given to the representatives listed below:

HEARTLAND BIKE SHARE:

Benny Foltz, Executive Director
1144 N. 11th St., #B, Omaha, NE 68102
Phone: 402.350.0421
Email: benny@heartlandbikeshare.org

CITY OF LA VISTA:

Community Development Director, or designee
City of La Vista Community Development Department
8116 Park View Blvd, La Vista, NE 68128
Phone: 402.459.6400

8. TERMINATION PROVISIONS

City may terminate this Agreement if Heartland Bike Share:

- Files a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it.
- Is merged with or into another entity, becomes inactive, or ceases to exist as an organization.
- Fails to perform, keep and observe any of the terms and conditions of this Agreement.
- Fails to abide by any federal, state, or local laws, ordinances, rules or regulations.
- Displays or allows advertising or sponsorship not allowed by City Ordinance or this Agreement.
- Fails to be a good steward in its cooperation with the City in its use and operation of City property.
- Fails to follow all Directed Health Measures (DHM) issued by the State of Nebraska.
- Fails to obtain and provide any required insurance coverage(s) or allow coverages to lapse.
- Fails to have modifications to Stations or surrounding areas first approved by City Engineer.
- Defaults under any agreement of Heartland Bike Share with the City of Omaha (Omaha), or if Omaha terminates any such agreement, or Papillion or Bellevue terminates its bike sharing arrangement with Heartland Bike Share.

9. GENERAL PROVISIONS

Applicable Law: Parties to this Agreement shall abide by all laws, ordinances, rules and regulations of the United States of America, State of Nebraska, Sarpy County, and City of La Vista. Nebraska law will govern the terms and the performance under this Agreement. Any controversy, claim or action arising out of or resulting from this Agreement shall be filed and resolved by the District Court, Sarpy County, Nebraska.

Assignment: Heartland Bike Share may not assign any rights or obligations under this Agreement without prior written consent of the City. This includes if Heartland Bike Share is acquired by, merged into, or subject to any other related actions or operation of law by another organization or entity. In such cases, permission must be obtained in advance from the City by the Heartland Bike Share for the new organization to be allowed to be assigned this Agreement and related terms and conditions.

Captions: Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

Invalid Provision: In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions, or provisions of this Agreement which shall in all respects remain a legally binding contract with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or Heartland Bike Share in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Modifications: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or representative of either party is empowered to alter any terms hereof unless done in writing and signed by an authorized officer of each party.

Independent Contractor: It is understood and agreed by Heartland Bike Share that all of its acts, or acts of any of its personnel, employees, agents, contractors, or servants, performed pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City.

E-Verify: The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Extraordinary Event: An Extraordinary Event is a natural or man-made event beyond the reasonable control of the City which makes the City's performance of this Agreement impossible or so impractical as to be considered not reasonably possible by the City to perform any portion thereof. City shall not be responsible or liable for any failure or delay in performance under this Permit to the extent said failures or delays are caused by an Extraordinary Event. City, at its sole discretion, may terminate or suspend any or all portions of this Agreement if an Extraordinary Event exists.

Emergency Use: Any City facility, including entire parks, may be used for emergency purposes by the City. This Emergency Use, if declared by City, will suspend any permitted or contracted use of specific facilities or parks, until the emergency is declared over by the City or City Department. Contingent upon the nature and magnitude of the emergency, the City reserves the right to terminate or cancel any permits or agreements in place for the use of any City facility or park related to this Emergency Use provision. City shall have no obligation to provide replacement facilities; adjust for time lost; or refund any fees associated with such termination, cancellation or the loss of use of any City facility or parks where an Emergency Use provision is exercised.

Interest of the Heartland Bike Share: Heartland Bike Share covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Non-Discrimination: Heartland Bike Share, in the performance of this Agreement, shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances.

Review of Agreement: Heartland Bike Share represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities, authorized by this Agreement.

Site Conditions: The City does not guarantee the ongoing condition of the site where the Bike Share Station is located. Natural settling, shifting, and other natural and man-made changes to site characteristics and conditions may occur over time. City shall have no obligation to repair or replace any facilities where settling, shifting, or other natural or man-made changes occur to a site. City will work to provide reasonable solutions; however, the City shall have no duty or obligation to correct any issues that arise, impacting the site's usability or accessibility.

ACKNOWLEDGED:

Dated this 02 day of December, 2025

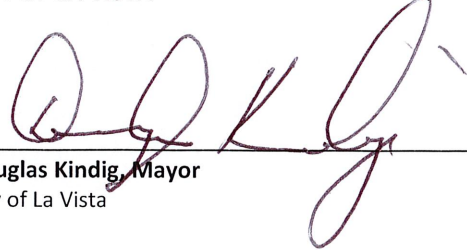
Dated this 2 day of DECEMBER, 2025

HEARTLAND BIKE SHARE



Benny Foltz, CEO
Heartland Bike Share

CITY OF LA VISTA



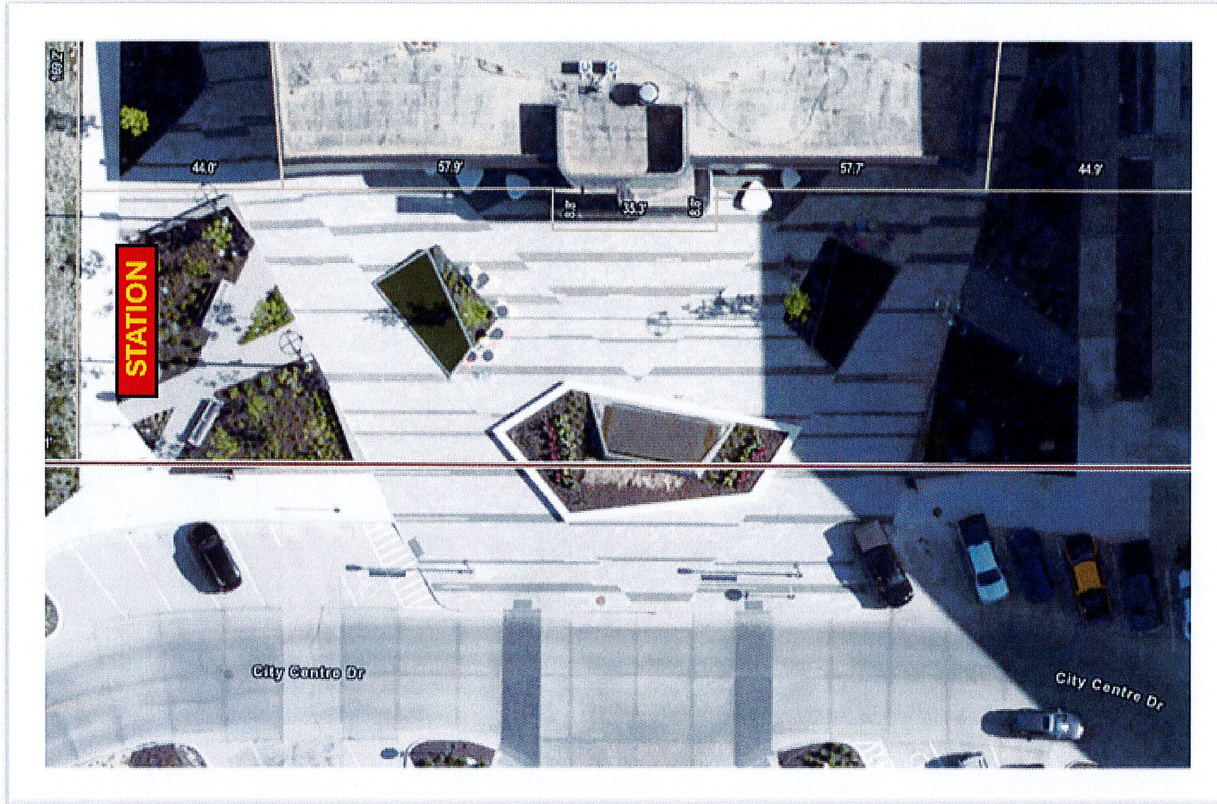
Douglas Kindig, Mayor
City of La Vista

EXHIBIT A

Heartland Bike Share Station Location & Description

LOCATION: CITY CENTRE COMMONS

Public property located immediately south of the building located at 8302 City Centre Drive.



DESCRIPTION:

Bike share station including 10 (ten) 3.0 BCycle Station docks (example pictured below) and associated BCycle e-bikes.



EXHIBIT B

New Station Cost Invoice



Date: 03-April-2025
For: City of Lavista

Heartland Bike Share - New Station Cost

The below is a line-item budget for one (1) new bike share station, inclusive of all associated equipment and installation costs. Item descriptions and costs are sourced from Heartland Bike Share's equipment vendor, Bicycle Transit Systems (BTS), and Quality Bicycle Products (QBP), through which equipment orders are placed.

Item	Per Unit	Quantity	Subtotal
Ebike (3-speed) includes shroud	\$2,715.00	10	\$27,150
- Spare Battery	\$455.00	4	\$1,820
- Battery Charger	\$101.24	4	\$405
- Battery Charger Cable Set	\$5.02	4	\$20
- Bike Decal Set	\$65.00	10	\$650
- Bike Shipping	\$90.00	10	\$900
3.0 Dock	\$1,885.00	10	\$18,850
- Dock Decal Set	\$25.00	10	\$250
- Spare Battery	\$222.00	10	\$2,220
- Bike Manual Release Key	\$11.42	1	\$11
- 3.0 Dock Shipping	\$100.00	10	\$1,000
Wayfinding Panel	\$2,458.53	1	\$2,459
- Wayfinding Panel Decal Set	\$145.00	1	\$145
- Wayfinding Panel Shipping	\$350.00	1	\$350
Station Installation	\$3,500.00	1	\$3,500
Annual Operating & Maintenance Fee (per dock)	\$400	10	\$4,000
Grand Total			\$63,730



1144 N. 11th St. Suite. B, Omaha, NE 68102
www.roadshare.org