



4. Use of Codes. In order to use the Code, Users must (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Code in the User's Lyft App for Lyft Credit; (d) takes a ride via the Lyft App which qualifies for Code redemption under this Agreement; and (e) successfully apply the Lyft Credit at the end of the ride. For rides taken by Users that exceed the amount of Lyft Credits available on a Code, Lyft will charge User's personal payment method on file. Lyft will charge the User's personal payment method for all rides which include any tips.

5. Cancellation of Codes. Buyer can request a refund for Codes by emailing your administrator at least seven (7) days prior to the cancellation request date. Cancellations take approximately three (3) business days to process. Notwithstanding the foregoing, if your Code has been redeemed at any point prior to the successful processing of the cancellation request, Lyft will not be able to fulfill your cancellation request or edit the code in any way.

6. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LYFT MAKES NO WARRANTIES TO YOU CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE ("LYFT MATERIALS"). LYFT PROVIDES THE LYFT MATERIALS "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, BUYER'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

By executing below, I represent that I have the requisite authority to bind Buyer to this Lyft Code Order Form and its Terms and Conditions.

Signature
Name: Lena Stevens

Title: DDA Executive Director

Company Name: Ferndale DDA

Address: 300 E. Nine Mile Rd., Ferndale, MI 48220

Acceptance by Authorized Lyft Representative:
Name Laura Fleury
Date 10/18/19

7. Limitation of Liability. IN NO EVENT SHALL LYFT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING UNDER THIS AGREEMENT, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY (OR THEIR AGENT(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, FIFTY DOLLARS (\$50). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY PARTNER FOR CHARGES INCURRED BY USERS.

8. Termination. The term of this Agreement will commence on the date Lyft accepts the Offer and terminate upon ten (10) days written notice of termination to the other party ("Term"). Any Codes and Credits issued hereunder, shall terminate automatically on the effective date of termination.

9. General. The parties shall be independent contractors in their performance under this Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. The Agreement may only be amended or modified through a writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in San Francisco, California, and both parties hereby consent to such jurisdiction and venue for this purpose. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Company. Lyft may freely assign all or part of this Agreement in the event of a change of control, to an affiliate, or to a successor in interest. Any notice or communication under this Agreement shall be in writing and sent via reputable international express delivery courier or certified or registered mail addressed to such other party at the address specified in the first paragraph of this Agreement.



Lyft, Inc.

185 Berry Street

Suite 5000

San Francisco, CA 94107

Order

LYFT CODE ORDER FORM

Time and Date	Geo-Fence	Restrictions	Code Parameters
N/A	Ferndale	<input type="checkbox"/> Code Naming Preference (max. 11 characters): FEHNZ (alphanumeric plus codes) <input checked="" type="checkbox"/> Lyft Mode Restrictions (check one): <input checked="" type="checkbox"/> All Lyft Modes <input type="checkbox"/> Lyft Line Only Lyft Credit Value per Code: \$ / Off (2) rides Code Quantity (max. number of redemptions): 200	<input type="checkbox"/> Other Restrictions: <input type="checkbox"/> Auto-Renewal: This Order Form will auto-renew on a _____ basis until termination by either party. <input type="checkbox"/> Recurring Events: By checking this box, Buyer accepts the option of ordering additional Codes through December 31, 2019 subject to the terms herein. Requests for additional Codes must be made in writing (email sufficient) and accepted by an authorized Lyft representative.
Other Comments or Special Instructions: 200 Codes valid for \$7 off 2 rides; expires 12/30/2019 (max. spend \$2,800)			

Lyft Code Order Form Terms and Conditions

transfer and deliver, within five (5) business days, the Codes to Buyer, and (iii) Buyer agrees to pay Lyft for any usage of the Codes, subject to the terms and conditions herein.

3. **Payment and Reporting.** Each month during the Term, Lyft will invoice Buyer for the full dollar amount of actual Lyft Credit used by Buyer (including Users) for the preceding month. For those Orders in which the Codes are to be used for a single event of Buyer, Buyer agrees to a minimum payment of one hundred dollars (\$100.00) to Lyft, regardless of whether actual usage of Lyft Credit exceeds the minimum. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Along with the invoice, Lyft will provide Buyer with a report including: number of Codes redeemed, cost per ride for which a Code was redeemed. Upon delivery of the Codes from Lyft to Buyer, Buyer is responsible for any and all activity relating to the Codes and will indemnify Lyft for any claims related to Buyer's use thereof. Lyft has the right to invoice Buyer for any usage of Lyft Credit by Buyer, even after expiration of the Term. If Buyer has checked the "Recurring Events" option in the Order, Buyer represents and warrants that any future Offers for additional Codes under this Order will be submitted in writing to Lyft by an authorized representative of Buyer. Buyer shall be responsible for payment for the full dollar amount of actual Lyft Credit used by Buyer on Codes ordered through the Recurring Events option.

- Definitions.**

 - a. **"Buyer"** means the entity issuing the Order, and any affiliates, subsidiaries, successors or assigns thereof;
 - b. **"Code"** means a Lyft code (i) that is issued and authorized by Lyft for use on the Lyft ridesharing platform; and (ii) which is attributed a certain amount of Lyft Credits as specified in the Order by Buyer;
 - c. **"Lyft"** means Lyft, Inc., the company to whom the Order is addressed;
 - d. **"Lyft App"** is the mobile application operated by Lyft that allows individuals the opportunity to request transport from one location to another;
 - e. **"Lyft Credits"** is defined as credit made available for use on the Lyft platform to be applied towards rides arranged through the Lyft App. Lyft Credits may not be applied towards tips to the driver;
 - f. **"Order"** means the Lyft Code Order Form issued by Buyer;
 - g. **"User"** means an individual that has been distributed a Code from Buyer for use in the User's Lyft App in accordance with Order Form.
- Sale of Codes.** These terms and conditions, together with the Order, constitute an "Offer" by Buyer to purchase Codes from Lyft. This Offer shall become an "Agreement" upon written acceptance by Lyft. Upon acceptance of the Offer by Lyft, (i) Lyft agrees to sell,