

## TRANSIT SERVICES “EXPRESS ROUTE” AGREEMENT

**THIS AGREEMENT** (“Agreement” or “agreement”) entered into this 8<sup>th</sup> of December, 2025, by and between Princeton, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Princeton") and WeDriveU, 121 2<sup>nd</sup> Street, Suite 300, San Francisco, California 94105 (hereafter referred to as "Contractor").

In connection with the Contractor’s bid proposal, formally received and opened on November 21, 2025, and Princeton’s Notice of Award of same, dated December 9, 2025, Princeton and the Contractor hereby agree as follows:

### **1. SERVICES.**

**A. Scope of Services.** The Contract Documents (also “Agreement” or “Contract”), as defined in section 5.E. below, shall govern all services performed by the Contractor for Princeton (the “Service” or “Services”). The Contractor shall perform the Services, and Princeton shall pay the Contractor, in compliance with the terms of the Contract Documents.

**B. Additional or Change in Services.** Any changes to the Specifications, including any scheduling or routing, shall be subject to the prior written approval of both parties. The parties agree that any substantial change in Services may require a change in the contract cost. Any changes in Services shall be documented by written amendment executed by both parties. An increase or decrease in service hours in excess of 10% of the current service levels within a contract year will justify a rate adjustment. If the parties cannot reach an agreement, the Contractor may, at its option, continue to operate the Services at the original rates or terminate the Contract upon ninety (90) days’ prior written notice. The parties shall comply with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., in connection with changes under this Agreement. Any change in Services that results in an increase in the cost of the Services to Princeton shall require a change order approved pursuant to the requirements of the Local Public Contracts Law.

**C. Applicable Laws.** The Contractor shall perform all Services in compliance with all applicable ordinances, laws and regulations, and shall maintain any and all licenses and approvals that might be required to perform the Services.

**2. CONTRACT AMOUNT, CONTRACTOR'S FEES AND PAYMENT TERMS.**

**A. Contract Amount.** The contract amount/cost for the initial Term of this Agreement for 2026 Princeton Transit Service – Express Route and Option: Vehicle Identification (Full Wrap) shall be three hundred nine thousand, eight hundred forty dollars and four cents (\$309,840.04), subject to budget approval.

**B. Contractor Fees.** In consideration for the Contractor's provision of the Services, Princeton shall pay the Contract Amount to the Contractor in accordance with the Contractor's Bid Proposal and Specifications.

**C. Payment Terms.** The Contractor shall invoice its fees for Services on a monthly basis, and in the manner stated in the Specifications. The Contractor must submit invoices to the Princeton Administrator, at the address below. Invoices must reference Princeton's purchase order/voucher number. Princeton agrees to pay the Contractor within 30 days from the date of its receipt of Contractor's invoice and a properly executed voucher. In the event sums due and payable are not received by the Contractor within forty-five (45) calendar days, a late charge of 1.5% per month, of the outstanding balance shall be assessed upon the account. In the event non-disputed amounts remain outstanding after sixty (60) days, the Contractor may suspend Service until such time as all amounts are paid or terminate in accordance with this Contract.

**3. TERM AND TERMINATION.**

**A. Term.** The term of this Agreement commences on the Effective Date and will remain in effect for an initial term of twelve (12) months ("Initial Term"), unless terminated early as set forth in subsection 3.B or 3.C below. The Term may be extended for up to two separate one-year extensions following the Initial Term, upon the agreement of the parties prior to expiration of the then current Term ("Renewal Term"). The "Initial Term" and any "Renewal Term" shall be collectively referred to herein as the "Term."

**B. Termination for Convenience.** Either party may terminate this Agreement (for any reason or for no reason) upon providing one hundred twenty (120) days' prior written notice to the other.

**C. Termination for Cause.** If either party refuses or fails to perform any of its obligations or promises as specified in the Specifications or Contract Documents, or any separable part thereof, the other party may, without prejudice to any other right or remedy, serve written notification upon the party in default of its intention to terminate the Agreement. The party in

default shall have ten (10) days after service of such written notice to cure the default. If the party in default fails to cure said default within the ten (10) day period, the other party may formally terminate this Agreement by written notice to the defaulting party.

#### **4. INSURANCE.**

**A. General.** The Contractor shall maintain at all times during the Term the minimum types and amounts of Insurance set forth in this section. The Contractor shall not commence any work until the Contractor obtains, at its own expense, all the required insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Services under the Contract. Princeton and its employees, officers, agents and consultants, shall be named as an additional insured on all policies for both operations and completed operations (except for Worker's Compensation coverage), and shall be clearly shown as such in the Certificate(s) of Insurance. In addition, the Certificate(s) of Insurance shall evidence that all policies, except for Workers' Compensation, are primary and non-contributory. Policy limits specified below are minimum, and wherever the law requires higher limits, the higher limits will govern.

**B. Minimum Requirements.** The Contractor shall purchase and maintain insurance with companies licensed to do business in the State of New Jersey, with a minimum rating of Bests' A+ and satisfactory to Princeton, and as follows:

(1) Worker's Compensation and Employers' Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employers' Liability Insurance limit of not less than \$1,000,000 per accident or for disease and \$1,000,000 per occurrence.

(2) Commercial General Liability Insurance Including Completed Operations and Contractual Liability Insurance with a minimum \$1,000,000 combined single limit of liability per occurrence, and a \$3,000,000 annual aggregate. Liability Insurance shall include the broad form property damage endorsement, general liability broadening endorsement or equivalent. All liability coverages shall be on an occurrence basis. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and the policy will include the ISO Form CG -25-03-03-97.

(3) Comprehensive Automobile Liability Insurance covering the Contractor and its employees for claims arising from all owned, hired and non-owned vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

(4) Umbrella/Excess Liability Insurance – The Contractor shall obtain an Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the minimum limit of \$5,000,000 combined single limits per occurrence.

(5) Contractual Liability Insurance must be included in the Commercial General Liability Insurance described in subparagraph (2) above specifically insuring the Indemnification Clause specified hereinafter.

**C. Certificates of Insurance.** Certificates of insurance evidencing the coverage required above must be filed with Princeton before the Contract is signed. The Commercial General Liability Certificate must specifically state that Standard Contractual Liability Insurance is in force. All certificates must provide for fifteen (15) days prior written notice to Princeton of policy non-renewal, cancellation, alteration, material change, or reduction in coverage.

**D. Subcontractor Insurance.** Should the Contractor hire any subcontractors, the subcontractors shall be required to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any subcontractor to commence work on its subcontract, until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Princeton shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance as required by the subcontractor must be available upon demand to Princeton.

## **5. ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

**A. Services.** The Contractor represents and warrants that all Services shall be performed by qualified workers experienced in performing the type of work required to be performed under this Agreement and the Contract Documents, and that all Services shall be performed in a diligent and professional manner.

**B. Proof of Employment Eligibility.** The Contractor represents and warrants that it will comply with all obligations to hire its employees in accordance with federal and state laws regarding employment eligibility, including the Immigration Reform and Control Act of 1986.

Princeton represents and warrants that it will immediately notify the Contractor of any information related to the Contractor's employees' employment eligibility if Princeton receives any relevant information.

**6. DISPUTE RESOLUTION.**

**A. Dispute Resolution.** The parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by negotiation between the parties. Any dispute arising out of or relating to this Agreement, or the default, breach, termination or validity thereof, that has not been resolved by negotiation within thirty (30) days after a party's request for resolution thereof shall be transferred to non-binding mediation prior to the initiation of any legal proceedings.

**B. Enforcement and Attorney's Fees.** The provisions of this section 6 may be enforced by any court of competent jurisdiction, and the parties shall each be responsible for their own attorney's fees in prosecuting any dispute arising out of or relating to this Agreement, or the breach, termination, or validity thereof.

**7. MISCELLANEOUS.**

**A. Independent Contractor Status.** The Contractor is an independent contractor and not an employee, agent, joint venture, or partner of Princeton. The Contractor is not the agent of Princeton, and is not authorized to make any representation, contract, or commitment on behalf of Princeton. Neither the Contractor nor any of its employees shall be entitled to any of the benefits which Princeton may make available to its employees, such as group insurance or retirement benefits. The Contractor shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Contractor's performance of Services and receipt of fees under this Agreement. Princeton will regularly report amounts paid to Contractor as may be required by law. Because the Contractor is an independent contractor, Princeton shall not withhold or make payments for any taxes. The Contractor agrees to accept exclusive liability for complying with all applicable laws governing self-employed individuals, including, without limitation, payment of income taxes based on fees paid to the Contractor, its agents or employees under this Agreement, and income, social security, disability, and other taxes and contributions due on account of amounts paid to the Contractor's employees.

**B. Force Majeure.** The consequences, direct or indirect, of war, civil riots, acts of God, acts of terror, epidemics, pandemic, governmental / executive order, quarantine, strike, labor dispute, lockout, fire, flood, earthquakes, or other like disasters and causes beyond the control of the Contractor, which render the Contractor's performance of this Agreement commercially impracticable or unreasonably difficult, expensive or harmful for the Contractor's employees to perform (collectively "Force Majeure"), shall enable the Contractor to postpone performance hereunder to the extent by which performance has been prevented by such consequence. Upon removal of such cause of interruption, performance will be resumed according to the specifications set forth in this Agreement. In order to postpone performance under these provisions, the Contractor must notify Princeton, in writing, and performance shall be postponed only for the duration of the interruption. The Contractor shall not be liable for any damages or penalties for any delay in performance hereunder due to a Force Majeure.

**C. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and given by personal delivery, certified mail (postage pre-paid and return receipt requested), or commercial overnight courier to the recipient's address set forth below, or to such other address or addresses as either party may specify in writing to the other during the Term. Notice will be deemed given the date of personal delivery, the third business day after mailing, or the date of delivery by courier (as indicated on the courier's records). Any reports, requests or communications otherwise that relate to the Agreement will be sent to the appropriate account representative, technical support or other department.

Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

PRINCETON	CONTRACTOR
Princeton Princeton Municipal Complex 400 Witherspoon Street Princeton, NJ 08540 Attn: Administrator	

**D. Assignment.** This Agreement may not be assigned by either party without the other party's consent. Any attempted assignment of this Agreement without consent will be void and of no effect.

**E. Contract Documents; Entire Agreement; Changes in Writing; Partial Invalidity.**

(1) As used herein, “Contract Documents,” “Agreement” and “Contract” shall refer, collectively, to all of the covenants, terms and stipulations in the Instructions to Bidders, the Notice to Bidders, the Specifications, any Addenda, all portions of the bidding documents, all documents required to be submitted by bidders, the Contractor’s bid proposal documentation and this Transit Services “Express Route” Agreement itself.

(2) This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and thereof. Any addition to or modification of this Agreement must be in writing. If any provision of this Agreement is unenforceable, the remaining provisions will continue.

**F. Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.

**G. Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New Jersey, in each case located in the City of Trenton and County of Mercer, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**H. Change in Law.** Notwithstanding any contrary statements in the Contract or in any documents incorporated herein by reference, in the event any federal, state, local or other government body’s statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the Specifications of Princeton (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped passengers, which require added transportation equipment), the Contractor, upon written notice to Princeton, may request such changes to the terms of the Contract which shall be conducted in good faith. Such changes may include, without limitation, revisions in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Contract resulting from such changes shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Contract upon thirty (30) days’ notice.

**I. Indemnification.** Each party shall indemnify, defend and hold the other harmless against any claim of liability, damages, demands, suits proceedings, demands, judgments, costs, expenses or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its officers, employees, contractors or agents, except to the extent such claims, etc. may be due to or caused by the negligence or willful misconduct of the indemnified party, or its employees, officers, contractors or agents. The indemnified party will provide the indemnifying party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying party from its indemnification obligation in respect of such claim, except to the extent the indemnifying party can establish actual prejudice and direct damages as a result thereof. The indemnified party will cooperate appropriately with the indemnifying party in connection with the indemnifying party's defense of such claim. The indemnifying party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of the indemnified party and without an unconditional release of all claims by each claimant or plaintiff in favor of the indemnified party.

**J. Affirmative Action/Equal Employment Requirements.** The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum annexed to the Instructions to Bidders.

**IN WITNESS WHEREOF**, the parties have caused this Transit Services "Express Route" Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

**ATTEST:**

**MUNICIPALITY OF PRINCETON**

By: \_\_\_\_\_  
Dawn M. Mount, Municipal Clerk

By: \_\_\_\_\_  
Mark Freda, Mayor

**WITNESS/ATTEST:**

**WEDRIVEU, INC.**

\_\_\_\_\_

By: \_\_\_\_\_