

**AGREEMENT FOR
GROUND TRANSPORTATION AND OFF-AIRPORT PARKING OPERATIONS**

The Reno-Tahoe Airport Authority (“Authority”) and the undersigned Applicant, in consideration of the issuance of a Ground Transportation and Off-Airport Parking Operation Permit (“Permit”) by Authority which thereby grants to Applicant a non-exclusive easement to transport passengers and their baggage by approved motor vehicles into, onto and out of Reno-Tahoe International Airport (“Airport”) property, execute the following Agreement For Ground Transportation and Off-Airport Parking Operations (the "Agreement") as of the date of the issuance of such Permit:

1. Definitions.

- a. Airport Passenger. This term means any person who is dropped-off or picked up at the Airport including, but not limited to, the traveling public, members of a flight crew, military personnel, or Airport employee. The qualifying person will pass through the Airport terminal facility having arrived or departed by scheduled airline, scheduled or non-scheduled charter, on-demand air taxi, military aircraft, or general aviation aircraft using the terminal building or international departure facilities or remain at the Airport for a period of time.
- b. Airport Contract. This term means a business activity between the Airport Passenger and the Off-Airport Parking Operator for the provision of parking or vehicle storage for a fee. This Airport Contract may be one element of a broader contract for Airport Passenger lodging, vehicle repair and maintenance, or other Airport Passenger or vehicle services. Not applicable to Transportation Network Companies.
- c. Gross Revenue. This term means all monies, amounts, sums or funds, paid, payable, owed or accrued to, or billed or received by the Applicant from an Airport Passenger under the Airport Contract for Off-Airport Parking or vehicle storage, including transportation to and from the Airport. The term does not include the amounts of any federal, state, or municipal taxes collected now or hereafter levied or imposed. Not applicable to Transportation Network Companies.
- d. Ground Transportation Vehicles. This term means all approved vehicles under the Permit for both Ground Transportation and Off-Airport Parking Operations.
- e. Geo-Fence. This term, alone or in conjunction with other terms shall mean an electronic fence covering a specified geographic area at or around the Airport, including but not limited to, the terminal roadway, which tracks all TNC Drivers’ ingress, egress, pick-up and drop-off activity within the Geo-fence area.

2. Transportation Network Company Staging Requirements. All Transportation Network Company (TNC) vehicles eligible to respond to a trip request from Airport Property, as denoted on Exhibit A, attached hereto if applicable, must first stage at the first-in-first-out (FIFO) lot designated on Exhibit D, attached hereto if applicable. TNC

vehicles shall park within the FIFO lot for the sole purpose of awaiting a ride request for passenger pick-up using TNC's application. TNC vehicles will be required to have the TNC's application open and on at all times while servicing the airport. Applicant acknowledges that its TNC vehicles shall only receive a request for and acceptance of a ride on TNC's application in the FIFO lot. Only if there are insufficient TNC vehicles within the FIFO lot may Applicant send requests to TNC vehicles located off Airport property. TNC vehicles shall only approach the Airport Property to drop off a passenger or pick up a passenger after receiving a pick up request while in the FIFO lot, unless there are insufficient TNC vehicles within the FIFO lot as stated above. TNC vehicles that approach the Airport Property to pick up a passenger other than from the FIFO lot, unless Applicant has specifically requested a TNC vehicle because of insufficient TNC vehicles in the FIFO lot, violate the Permit and may result in Applicant's Permit being revoked pursuant to **Section 20**.

3. **Off-Airport Parking.** Off-Airport Parking Privilege Fee is imposed at seven percent (7%) of Gross Revenue derived from Airport Contracts. This Off-Airport Parking Privilege Fee is in addition to the fees levied in conjunction with Ground Transportation Trip Fees for the provision of a courtesy shuttle or other approved motor vehicle (together with any and all other fees referred to herein, "fees"). Except for Transportation Network Companies, the Applicant shall provide the Authority with monthly activity reports (attached hereto and incorporated herein by reference) and payment of all Off-Airport Parking Privilege Fees due under the Agreement on or before the close of business on the twentieth (20th) day of the month following the month in which off-airport parking services were provided under the Permit.

Any payment required to be paid by the Applicant not received within ten (10) days after due date, accrues a late fee beginning with the original due date until paid per the terms and conditions outlined herein in **Section 6**.

4. **Ground Transportation Trip Fee.** Applicant agrees to pay to Authority, with respect to its operations during the term of Permit, a fee in accordance with the Board of Trustees' Master Fee Resolution as it currently exists and as amended.

Applicant acknowledges and agrees that the above stated Master Fee Resolution is subject to revision from time to time by Authority and that, as such, fees may increase or decrease during the term of the Permit upon thirty (30) days prior written notice to Applicant.

Except for Transportation Network Companies, such fee shall be payable according to regular Authority invoice terms and conditions. The Authority reserves the right to utilize the technology and data provided by the Automated Vehicle Identification (AVI) System to calculate and bill Applicant for their operation fees.

Such fee for Transportation Network Companies for the preceding month shall be made to the Airport no later than the fifteenth (15th) day of the following calendar month. Applicant shall, no later than the fifteenth (15th) day of each calendar month, submit to Authority a report detailing the total number of pick-ups and drop-offs made at the Airport in the preceding calendar month (the "TNC Activity Report") along with payment.

5. **Records.** Applicant agrees that it shall maintain complete and accurate records of its

business operations, which records shall clearly indicate which passengers and revenues arise out of its operations under Permit. Applicant shall allow Authority or its representatives to inspect or audit Applicant's business records and accounts relating to its operations out of the permit at any reasonable time upon reasonable notice and Applicant shall make such records and accounts available for such purpose to Authority at Authority's office or within 15 miles of the Reno-Tahoe International Airport or an agreed upon third party location. Should such audit reveal a discrepancy in Authority's favor, such that the amount shown by such audit as due Authority for any month is two percent (2%) or more than the amount stated by Applicant to be due Authority, Applicant agrees to pay to Authority the cost of such audit within fifteen (15) days of written notice from Authority.

6. **Late Payment.** Applicant agrees that the late payment of fees or any other sums hereunder will cause Authority to incur costs not contemplated hereunder. Such costs include, but are not limited to, the cost of administrative processing of delinquent notices and payments and increased accounting costs. Accordingly, if any payment of fees as specified hereunder or of any other sum due Authority is not received by Authority by the due date, a late charge of eighteen percent (18%) per annum or at the highest rate allowable by applicable state law, whichever rate is higher, or a minimum charge of five dollars (\$5.00), whichever is higher, shall accrue against any and all delinquent payment(s) from the date due until the date payments are received by the Authority.

An additional charge of one and one-half percent (1.5%) of the payment due and unpaid, excluding late charges, shall be added for each additional month or portion thereof that such payment remains unpaid. Applicant and Authority agree that such late charges represent a fair and reasonable estimate of the costs that Authority will incur by reason of late payment. Acceptance by Authority of any late payment and/or late charge shall in no event constitute a waiver of Applicant's default with respect to such overdue payment or prevent Authority from exercising any of the rights and remedies granted to it hereunder or by law.

7. **Vehicle Tracking.** With respect to TNCs, prior to engaging in operations at the Airport, Applicant shall work with assigned Authority personnel and/or a third party company that Authority shall designate, to develop and implement a vehicle Airport Geo-Fence tracking protocol, consistent with the **Data Interface Requirement set forth in Exhibit B, attached if applicable, and as it may be amended.** Vehicle tracking shall be established as follows:

- a. All TNC Vehicles shall be identified electronically for each TNC trip by a unique number that need not include any personally identifying information but will include the TNC Vehicle license plate number;
- b. The unique number shall be linked by the Applicant to the TNC Driver in a manner that allows Airport to audit Applicant's compliance with the Permit terms and the operating requirements.

TNCs will provide Airport assurances that it is monitoring its drivers and the appropriate technology to ensure that its drivers are not violating the required entry and exit protocol set forth in **Section 8.**

8. **Tracking Triggers.** TNC Vehicle trips shall be tracked at various stages based on

transaction type described below. For each transaction type, Applicant shall provide the transaction type, date, time, geographical location, TNC identification, TNC Driver-based unique identifier, and TNC Vehicle license plate number. TNC Driver shall maintain an open TNC Application at all times while at the Airport. Failure to maintain an open TNC Application may result in immediate suspension and/or termination of the TNC Diver's airport access pursuant to **Section 20.**

- a. Upon entry into the Airport property line Geo-Fence, FIFO Staging Area Geo-Fence and Pick-up Area Geo-Fence, Applicant shall electronically notify Airport, in real time with the TNC Driver unique identifier, license plate number of each TNC Vehicle, date, time, geographical location, TNC identification, whether there is an active TNC trip in the vehicle at the time of entry (if any). The ping shall be transmitted by Applicant to Airport at the moment each TNC Vehicle crosses an Airport Geo-Fence.
- b. When the TNC Driver has picked up a passenger, Applicant shall instantaneously send a Ping to Airport, including date, time, geographical location, TNC identification, driver-based unique identifier, vehicle license plate number and whether there is an active TNC trip in the TNC Vehicle following passenger pick-up.
- c. When the TNC Driver has dropped off a passenger, Applicant shall instantaneously send a Ping to Airport, including date, time, geographical location, TNC identification, driver-based unique identifier, vehicle license plate number and whether there is an active TNC trip in the TNC Vehicle following passenger drop-off. The TNC driver shall only pick up passengers at the areas designated on Exhibit C, attached if applicable.
- d. Applicant shall instantaneously send a final Ping to Airport, including date, time, geographical location, TNC identification, driver-based unique identifier, vehicle license plate number and whether there is an active TNC ride remaining in the TNC Vehicle following passenger pick-up or drop-off at the time of exit (if any). The ping shall be transmitted by Applicant to Airport at the moment each TNC Vehicle crosses any Airport Geo-Fence.

9. **Compliance with Laws and Rules.** Applicant shall conduct its business in compliance with all applicable laws and governmental regulations. Without limiting the foregoing, Applicant agrees to obey and follow all rules, regulations and orders of Authority now in effect and at all times during the term of this Permit. Applicant shall procure and maintain in effect all rights, licenses, permits, authorizations and registrations required for conduct of its business, and, upon request by Authority, shall provide evidence thereof to Authority.

10. **Compliance with Americans With Disabilities Act.** Applicant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided at public accommodations, whether directly or through a contractor, must be accessible to the disabled public. Applicant shall ensure that the services specified in this agreement are provided in a manner that complies with the ADA, to the extent said ADA is applicable to this Agreement. Applicant agrees not to discriminate

against disabled persons in the provision of services, benefits or activities provided under this Agreement, and Applicant further agrees that any violation of this prohibition on the part of Applicant, its employees, agents or assigns (including the drivers) shall constitute a material breach of this Agreement.

11. **Compliance with Mandatory FAA Provisions.** The provisions in Exhibit E are mandatory FAA provisions issued by the FAA December 12, 2017 and as amended.

12. **Operation of Vehicles.** Applicant agrees that its vehicles will stop at the Airport only while in the process of waiting for or loading or unloading customers and that its vehicles will not be left unattended on Airport premises at any time except at such parking area(s), if any, as Authority may designate (see subsection (a), below). Applicant further agrees that Authority may designate curb areas at which vehicles of Applicant and of other Ground Transportation and/or Off-Airport Parking Operators of the same classification may stop, may change such designated curb areas from time to time, may limit the length of time such vehicles may remain at the curb, may limit the number of such vehicles allowed at the curb at one time, may limit the number of such vehicles permitted on Airport premises at any one time, and may vary such designations and limitations based on the time of day, the day of the week, the level of traffic congestion at the Airport, or other factors. Authority may establish and construct staging areas for vehicles providing Ground Transportation and/or Off-Airport Parking services, wherein all vehicles not actively loading or unloading passengers shall be parked and for which an additional fee may be charged pursuant to the Authority's Master Fee Resolution. Staging areas are subject to change in size or location at the sole discretion of the Authority. Loading at the curb or any non-approved areas, except when expressly pre-approved by the Authority, may result in a citation, suspension, and/or revocation of Ground Transportation Permit pursuant to **Section 20**. The Authority reserves the right to temporarily change or move the authorized loading areas at the discretion of the Airport.

- (a) Permit Holders that temporarily store vehicles in the Old Air Cargo Lot ("OAC"), located at 1500 Terminal Way, Reno NV 89502, will be charged Ten dollars (\$10) per occupied space, per day of parking. A day will be defined as any amount of time over two (2) hours that the vehicle is parked in the OAC. Arrangements for this service are required to be arranged in advance with the Landside Operations Office. Any vehicles parking in this area without preapproved authorization will be subject to applicable fines and potential removal from the premises at the Permit Holder's expense. Furthermore, failure to arrange parking in the OAC in advance may result in the immediate suspension or termination of the Permit.
- (b) Parking in the OAC is limited to Permitted Bus and Courtesy Shuttle companies and shall not include other permitted companies and vehicles that have required staging areas in other locations on Airport premises.
- (c) This section does not guarantee parking availability in the OAC as each request will be determined on a case by case basis. Furthermore, the Authority may revoke parking privileges in the OAC at any point during the time of the Permit and label the OAC as a strict "no parking" area.

13. **Automated Vehicle Identification (AVI) and Geo-fencing System.** Applicant acknowledges that the Authority has a desire to maintain "positive control" of all ingress and egress to all Ground Transportation areas and to utilize the latest technology to achieve the desired results. The Authority has installed an Automated Vehicle Identification (AVI) system and a Geo-fencing system for monitoring and controlling Ground Transportation activities in a safe, secure and efficient manner.
14. **Automated Vehicle Identification (AVI) Transponders.** Upon issuance of the Permit, Authority shall issue to Applicant an Automated Vehicle Identification (AVI) Transponder(s) to affix to Applicant's vehicle(s) that will be entering Airport premises pursuant to Permit. Applicant shall not engage in picking-up passengers in any vehicle on Airport property without such a current AVI Transponder. AVI Transponders are not transferable and may be used only on the vehicles designated. All such AVI Transponders remain the property of Authority and shall be surrendered to Authority upon request. Authority reserves the right to determine the frequency of and occasions when new or replacement AVI Transponders may be required or to institute other or additional access control provisions. This provision does not apply to Transportation Network Companies.
15. **Vehicles and Drivers.** Except for Transportation Network Company drivers, Applicant agrees that Applicant's vehicles entering Airport Premises pursuant to Permit will be uniformly painted, visibly marked on the sides with the name of Applicant's business, with block lettering or logo sized at least 2" and in a **neat and clean, safe running and undamaged condition**, and validly registered. **Applicant's drivers shall be neatly attired and courteous.** Transportation Network Company drivers' vehicles entering Airport Premises pursuant to Permit will have NTA approved trade dress showing their connection with the Transportation Network Company prominently displayed, and shall be in a **neat and clean, safe running and undamaged condition and drivers shall be validly registered, neatly attired and courteous.** All Applicants' drivers shall obey the lawful orders and directions of all Airport law enforcement and security personnel, and state and local peace officers, and all Airport officials. All Applicant drivers shall be familiar with and comply with Airport policies and procedures for Ground Transportation vehicles.
16. **No Solicitation or Advertisement.** Applicant agrees that no employee or agent of Applicant shall solicit business in any manner whatsoever upon Airport premises. Applicant is permitted to have its personnel meet contracted customers in the terminal of the Airport at a location designated by the Authority. Applicant's personnel will be appropriately identified by name tag or other identification. Applicant's personnel will display a sign with the name(s) of the contracted personnel they are meeting. This sign will be no larger than 8.5" x 14". Drivers shall never leave their vehicles unattended inside the gated Ground Transportation area.

Applicant further acknowledges that Permit does not authorize placement of advertisements, telephones or other facilities of any nature or type whatsoever at the Airport and that any such advertisement or facility may only be permitted pursuant to a separate written agreement between Applicant and Authority and/or its authorized advertising concessionaire.

17. **Insurance.** Throughout the term of Permit, Applicant agrees that it shall maintain insurance as described in **Item G** of the Application. Such insurance requirements

are subject to change by the Authority upon not less than thirty (30) days written notice to Applicant. Applicant agrees that the requirements of this agreement as to procurement and maintenance of insurance shall not be construed as limiting in any way the extent to which Applicant may be held responsible for the payment of damages resulting from the actions or omissions of Applicant, its employees and agents, and shall not limit Applicant's duty to indemnify Authority as provided herein. The failure to procure or to maintain any insurance coverage required herein shall constitute cause for denial or immediate suspension of Permit. In the case of suspension for any such failure to procure or to maintain insurance coverage, Authority shall give to Applicant written notice of such failure (though such suspension shall become effective immediately upon such failure and not dependent upon such notice being given). If Applicant corrects such failure to maintain insurance coverage within ten (10) days of such notice and pays to Authority a \$25.00 processing fee in connection therewith, the suspension shall be lifted and Permit shall be reinstated, but otherwise Permit shall be revoked upon the expiration of such ten (10) day period. No duty is imposed or assumed by Authority to monitor or assure the procurement or maintenance of such insurance, and neither the failure of Applicant to procure or maintain such insurance coverage nor the failure of Authority to monitor such procurement or maintenance shall give rise to any cause of action against Authority or any officer, employee or agent thereof by any third party.

18. Indemnity. Applicant shall indemnify, save and hold harmless the Authority, its Trustees, officers, employees and agents, from and against any and all third-party judgments, liabilities, damages or losses which may result to the Authority due to any act or omission on the part of the Applicant, its employees or agents arising out of or as a consequence of operations under this Permit at the Airport, unless same is caused by the negligence or willful misconduct of the Authority.

19. Citations. If the Applicant’s driver is witnessed by the Airport Authority, either in person or on Airport surveillance, violating any provisions/restrictions contained below. The Applicant’s driver may be issued a citation for the infraction. The Applicant must pay the fee within 30 calendar days from the date issued. Failure to pay citation within the allotted time may result in Applicant’s being charged on the monthly invoice or their Permit being revoked pursuant to **Section 20.**

AIRPORT CITATION FEES		
<u>Ground Transportation Citation</u>	<u>\$100.00</u>	<u>Resolution No. 497</u>
<u>Unattended Vehicle</u>	<u>\$30.00</u>	<u>Current Master Fee Resolution</u>
<u>Parking in Crosswalk</u>	<u>\$30.00</u>	<u>Current Master Fee Resolution</u>
<u>Curb Markings</u>	<u>\$30.00</u>	<u>Current Master Fee Resolution</u>
<u>Failure to Obey Sign</u>	<u>\$30.00</u>	<u>Current Master Fee Resolution</u>
<u>Accessibility Zone</u>	<u>\$250.00</u>	<u>Current Master Fee Resolution</u>
<u>Failure to Obey Officer</u>	<u>\$30.00</u>	<u>Current Master Fee Resolution</u>

20. **Revocation.** Permit may be revoked by Authority upon ten (10) days written notice to Applicant upon the occurrence of any of the following events of default:
- a. Failure of Applicant to have all rights, licenses, permits, authorizations and registrations necessary for the proper and lawful conduct of Applicant's operations under Permit, which failure is not corrected within such ten (10) day notice period.
 - b. Violation of or failure to abide by any of the covenants, agreements, conditions, provisions or restrictions contained herein, which violation or failure is not cured within such ten (10) day notice period.
 - c. Failure to provide or maintain insurance, as provided in **Section 17** hereof.
 - d. Upon revocation or suspension of Permit, Applicant shall immediately cease all business operations on Airport premises.

The Authority may, at its discretion, immediately suspend and/or terminate airport access for individual drivers who fail to abide by any of the covenants, agreements, conditions, provisions or restrictions set forth herein.

21. **Term.** Permit is for the twelve (12) month period stated on the cover of Permit only and application for renewal must be submitted annually. Applicant understands and agrees that Authority is under no obligation to renew Permit; that Authority may upon renewal change the terms and conditions of Permit; and that Authority may at any time in its discretion terminate Permit without cause upon sixty (60) days prior written notice to Applicant. Applicant may terminate this agreement within forty-eight (48) hours prior written notice to the Authority.
22. **Changes in Information.** Applicant agrees that it will notify Authority in writing of any change in any of the above information of a significant or material nature provided to Authority in connection with Permit or the Application therefore or if any of such information becomes false or misleading within two (2) weeks of such change.
23. **No Assignment.** Applicant shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, hypothecate, transfer or encumber Permit, in whole or in part, without the prior written consent of Authority. Consent to one assignment, hypothecation, transfer or encumbrance shall not be deemed to be consent to any subsequent assignment, hypothecation, transfer or encumbrance. When the proper consent has been obtained, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.
24. **Audit.** For Agreement compliance, the Authority may, at its discretion, cause an audit of Applicant's accounts and financial records to be made by an agent or employee of Authority. Applicant shall retrieve and provide all books, records, accounts, and data within thirty (30) business days of such request. If the audit demonstrates that Applicant understated payments on TNC trips or Gross Revenue, such payments shall be promptly paid and if applicable pursuant to **Section 5**, the cost of such audit shall be paid to Authority within 15 days of written notice from Authority.

25. **Federal Aviation Authority Grant Assurances.** The United States Government imposes certain restrictions on the Reno-Tahoe Airport Authority in the form of Federal Aviation Authority Grant Assurances (“Assurances”) which are an integral part of this Agreement and are incorporated herein by reference. A copy of the Assurances will be provided upon request.
26. **Security.** Applicant acknowledges that the Authority is required by 49 CFR Part 1542 Chapter XII, Subchapter C, which contains the Department of Homeland Security’s Transportation Security Administration’s (TSA) rules for civil aviation security, to adopt and put into use facilities and procedures designed to provide a safe and secure environment for Airport users. The Authority has met this requirement by developing an Airport Security Plan. Applicant shall be fully bound by and immediately responsive to the requirements of this plan upon written notification of the requirements by the Authority. Applicant will reimburse the Authority for any and all fines imposed upon the Authority as a result of Applicant’s negligence or failure to act in relation to 49 CFR Part 1542, as amended or superseded.

If applicable, Applicants must obtain Airport badges for its employees, agents, representatives, and/or independent contractors and pay any and all related costs associated with this privilege, as may be required by the Airport Security Plan, Operating Directive or Airport Rules and Regulations. Said badges will only be valid for the period of the Permit and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Permit.

27. **Leased Driver Taxicab Businesses.** If applicable, Applicant agrees that it leases its taxicab vehicles to individuals who operate the vehicles under an independent contractor arrangement with the Applicant. Authority hereby acknowledges that Applicant’s taxicab vehicles may be driven and operated by independent contractors (“Drivers”) and the Authority hereby agrees that the Permit and the non-exclusive easement of ingress and egress over Airport roadways to transport passengers and baggage by Applicant’s designated motor vehicles from the Airport may be extended to and used by Applicant’s Drivers, including independent contractor Drivers, so long as each vehicle operating on the Airport is designated from time to time pursuant to the list referred to in **Section H** of the Agreement and Permit Application. Any newly added vehicles may not use the Airport until the vehicle has been properly identified in accordance with **Sections 13 and 14** and has an Airport-issued transponder in place. Applicant agrees that at such time as Applicant extends the right to the use of the Permit and the easement granted hereby to any Driver operating as an independent contractor with the Applicant, Applicant shall provide such Driver with a copy of this Application and Agreement and obtain the written agreement of said Driver to be bound by all requirements of this Agreement in connection with the Driver’s operation of the taxicab on the Airport. Applicant further agrees that, in the event that any taxicab vehicle owned by the Applicant which is not designated on the then current list of Applicant’s vehicles authorized to operate on the Airport is found by the Authority to be conducting unauthorized activities on the Airport, said activities shall constitute a default under the terms of this Agreement entitling the Airport to revoke this Agreement and Permit in accordance with the provisions of

Section 20.

Applicant agrees that Applicant is responsible for any and all fees payable to the Authority in accordance with the terms of **Sections 3 and 4** or Authority rules and regulations, including late payment fees and citations, which are not otherwise paid to the Authority.

Applicant agrees to make all requirements of the Agreement otherwise applicable to Applicant's agents and employees, also applicable to Applicant's independent contractor Drivers. Accordingly, the violation of any of the provisions and requirements of the Agreement by a Driver operating one of Applicant's taxicab vehicles on the Airport shall constitute a default by the Applicant under the terms of the Agreement. In addition to the provisions of **Section 18** of the Agreement, Applicant hereby agrees to indemnify, save, and hold harmless the Authority from and against any and all judgments, liabilities, damages, or losses which may result to the Authority due to any act or omission on the part of any Driver of Applicant's taxicab vehicles on the Airport, whether said Driver is an employee or independent contractor of the Applicant, and whether or not the Applicant has extended the privileges of the Permit and easement to said Driver, unless said judgment, liability, damage, or loss is caused by the sole negligence or willful misconduct of the Authority.

The provisions of this Application and Agreement are not intended in any way to alter or affect the relationship between the Applicant and its independent contractor drivers.

This Section does not apply to Transportation Network Companies.

28. **Transportation Network Company Drivers.** Authority hereby acknowledges that Transportation Network Company Applicant's drivers may be independent contractors ("TNC Drivers") and the Authority hereby agrees that the Permit and the non-exclusive easement of ingress and egress over Airport roadways to transport passengers and baggage from the Airport may be extended to and used by TNC Drivers. Applicant agrees that at such time as Applicant extends the right to the use of the Permit and the easement granted hereby to any TNC Driver, Applicant shall inform their drivers about the requirements of this Application and Agreement.

The Authority shall provide invoices to the Applicant for any and all fees payable to the Authority in accordance with the terms of **Sections 3 and 4** or Authority rules and regulations, including late payment fees and citations, which are not otherwise paid to the Authority.

The violation of any of the provisions and requirements of the Agreement by a TNC Driver on the Airport shall constitute a default by the Applicant under the terms of the Agreement. In addition to the provisions of **Section 17 and 18** of the Agreement, Applicant hereby agrees to indemnify, save, and hold harmless the Authority from and against any and all third-party judgments, liabilities, damages, or losses which may result to the Authority due to any act or omission on the part of any TNC Driver on the Airport, whether or not the Applicant has extended the privileges of the Permit and easement to said TNC Driver, unless said judgment, liability, damage, or loss is caused by the negligence or willful misconduct of the Authority.

The provisions of this Application and Agreement are not intended in any way to alter

or affect the relationship between the Applicant and its TNC Drivers.

29. Miscellaneous.

29.1 Notices. Any and all notices required or permitted to be given hereunder shall be in writing. Any notice given personally shall be deemed to have been given upon service. Any notice given by certified or registered mail, postage prepaid, shall be addressed (i) to Applicant at the address stated in Item D of the Application, or (ii) to Authority at the following address:

Landside Operations
Reno-Tahoe Airport Authority
P.O. Box 12490
Reno, Nevada 89510-2490

Notice shall be deemed to have been given on the third (3rd) day after such notice is mailed. Any party may change its address by a notice given to the other party in the manner set forth above. Any notice given in any other manner shall be deemed given when actually received by the party to whom it was intended.

29.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and no supplement, modification or amendment of this Agreement, or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto; provided, however, that Authority may promulgate such rules, regulations and orders relating to the subject matter hereof as it reasonably deems necessary.

29.3 Severability. If any portion of any provision of this Agreement, or any one or more such provisions, is hereafter declared invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remainder of such provision or of any other provisions of this Agreement.

29.4 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Nevada.

29.5 Remedies; Waiver. The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available under any other agreement between the parties or at law or in equity. The exercise of any remedy shall not be deemed to be an election of remedies. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement, and no waiver shall be binding unless executed in writing by the parties making the waiver.

29.6 Headings. The heading of Sections of this Agreement has been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

29.7 Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be awarded costs and reasonable attorneys' fees in the

defense, prosecution or appeal thereof as a part of the judgment eventuating in such action.

29.8 Time. Time shall be of the essence in complying with the terms, conditions and provisions of this Agreement.