

**FISCAL YEAR 2023/2024**  
**AGREEMENT AND APPLICATION FOR**  
**GROUND TRANSPORTATION AND OFF-AIRPORT PARKING OPERATION PERMIT**

The undersigned (“Applicant”) hereby applies to the Reno-Tahoe Airport Authority (“Authority”) for a permit (“Permit”) to transact a Ground Transportation business in the classification indicated below, on the premises of the Reno-Tahoe International Airport (the “Airport”), and to operate an Off-Airport Parking Operation from July 1, 2023 through June 30, 2024.

Applicant provides the following information and makes the agreements set forth herein.

**A. Name of Applicant:** \_\_\_\_\_

**B. Business or Trade Name: Ground Transportation:** \_\_\_\_\_

**Business or Trade Name: Off-Airport Parking Operation:** \_\_\_\_\_

Off-Airport Parking Operation located at: \_\_\_\_\_, \_\_\_\_\_, NV \_\_\_\_\_

**C. Form of operations: Ground Transportation organization (“GT”) and/or Off-Airport Parking Operation (“OAPO”)**

(Check one for each and attach documents listed together with a copy of your Business License):

<u>GT</u>	<u>OAPO</u>	
_____	_____	Corporation (attach Certificate of Status from Nevada Secretary of State <u>and</u> a copy of all Fictitious Business Name Statements, if any)
_____	_____	Limited Partnership (attach a copy of all Fictitious Business Name Statements, if any)
_____	_____	General Partnership (attach copy of all Fictitious Business Name Statements, if any)
_____	_____	Proprietor (attach copy of all Fictitious Business Name Statements, if any)
_____	_____	Limited Liability Company (LLC) (attach Certificate of Status from Nevada Secretary of State <u>and</u> a copy of all Fictitious Business Name Statements, if any)
_____	_____	Other: _____

**D. Physical Address of Applicant:** \_\_\_\_\_

**Mailing Address of Applicant:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_\_) \_\_\_\_\_ **Cell:** (\_\_\_\_\_) \_\_\_\_\_

**Applicant’s Email Address:** \_\_\_\_\_

**E. Names and addresses** of all persons (other than holders of publicly traded shares) who have an ownership interest directly in Applicant (attach additional sheets if needed):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**F. Classification of service** Check all that apply to business for which this permit is sought and attach documents listed:

\_\_\_\_\_ Buses (greater than 24 seat capacity) (attach evidence of NTA (Nevada Transportation Authority) or USDOT permit)

\_\_\_\_\_ Shuttles (24 seat capacity or less)

\_\_\_\_\_ Scheduled Shuttle (24 seat capacity or less and on a set schedule)

\_\_\_\_\_ Courtesy Vehicle, please indicate one (S, L or V)

• Shuttle • Limo • Van or other vehicle

\_\_\_\_\_ Pay Limousine (attach evidence of NTA (Nevada Transportation Authority) or USDOT permit)

\_\_\_\_\_ Taxicab (Include copy of City or Municipality taxi permit)

\_\_\_\_\_ Transportation Network Company (TNC) (Include copy of NTA permit)

**G. CPCN and/or USDOT Numbers** are a requirement of operating interstate/intrastate and must be affixed to each vehicle. Airport Authority will inspect each vehicle during transponder installation to assure proper identification per NAC 706. Additional information in **Section 15 Vehicles and Drivers**.

\_\_\_\_\_ CPCN Number: \_\_\_\_\_

\_\_\_\_\_ USDOT Number: \_\_\_\_\_

\_\_\_\_\_ **Exempt** per NRS 706.741: Exemption of certain vehicles used in business of resort hotel that holds nonrestricted gaming license:

**H. Attach certificate of insurance for the following coverages:**

Insurance Coverage Minimum Limits

Commercial General Liability including broad form property damage and contractual liability, for liability arising out of Applicant's operations under the permit. \$1,000,000 combined single limit

Commercial Automobile Liability including non-owned automobile hazards. \$1,000,000 combined single limit

The certificate of insurance, evidencing the above insurance coverage with a company acceptable to Authority, its Trustees, officers, employees and agents as additional insureds, shall state that such insurance is primary and not contributing with any other insurance maintained by Authority, and state that such insurance is not subject to cancellation, change in coverage, reduction of limits or nonrenewal except after not less than 30 days prior written notice to Authority. The failure to procure or to maintain any insurance coverage required herein shall constitute cause for denial or immediate suspension or revocation of Permit. Authority may require copy of policies.

**I. Except for Transportation Network Companies, attach Vehicle list** of vehicles to be operated on Airport property by Applicant for each of the Ground Transportation and Off-Airport Parking Operations showing: unit number, make, model, license plate number, seating capacity, and handicap accessibility.

**J. Except for Transportation Network Companies, attach a driver list** showing names and job titles of

Applicant's management personnel and of Applicant's employees who will be engaged in the operation of Applicant's vehicles to be operated on Airport property for each of the Ground Transportation and Off-Airport Parking.

- K. Include non-refundable non-pro-rata vehicle registration fee** of \$25.00 plus \$5.00 for each vehicle over five vehicles to a maximum of \$200.00. In addition, a Transportation Network Company may include a non-refundable \$15.00 Geo-fencing fee for each vehicle in lieu of a \$15.00 Automated Vehicle Identification Transponder fee. For example, if 500 TNC vehicles will use, in the case of new TNCs, or use, in the case of existing TNCs the Geo-fence system, then the Transportation Network Company would pay \$7500.00. For purposes of determining the fee to be paid by existing TNCs, the number of vehicles operating at the Airport in the prior fiscal year will be used.
- L. The Applicant has received and understood the Agreement for Ground Transportation and Off-Airport Parking Operations.**
- M. Submit originals of fully completed and executed pages one through three of the Application form to:**

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

**Or deliver to:**

Landside Operations Office  
Reno-Tahoe Airport Authority  
2001 East Plumb Lane  
Reno, NV 89502  
*(Located adjacent to parking lot exit booths)*

This APPLICATION is submitted and, subject to issuance of Permit, this AGREEMENT is executed by

Applicant on \_\_\_\_\_, 20\_\_\_\_\_.

FOR APPLICANT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or printed name of signer

Email \_\_\_\_\_

**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 the Airport must first stage at the first-in-first-out (“FIFO”) lot designated on Exhibit D, attached hereto and incorporated by reference herein. 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. Applicant may only send requests to TNC vehicles located off Airport property if there are insufficient TNC vehicles within the FIFO lot. TNC vehicles shall only approach the Airport 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. Unless Applicant has specifically requested a TNC vehicle because of insufficient TNC vehicles in the FIFO lot, TNC vehicles shall not approach the Airport to pick up an Airport Passenger other than from the FIFO lot. Failure to adhere the foregoing protocols shall be deemed a violation of the Permit and may result in Applicant's Permit being revoked pursuant to **Section 20**.

- 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 TNCs, 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**.

- 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 Authority's then current Master Fee Resolution (the "Ground Transportation Trip Fee").

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.

Except for TNCs, 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.

TNCs shall pay Ground Transportation Trip Fees for the preceding month to the Authority no later than the fifteenth (15<sup>th</sup>) day of the following calendar month. Applicant shall, no later than the fifteenth (15<sup>th</sup>) 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.

- 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 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.

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.

Failure to bring past due account current within 60 days will result in a suspension of Ground Transportation privileges and deactivation of the Automated Vehicle Identification (AVI) Transponder. Accounts that have been suspended will be re-evaluated for any additional deposit or minimum balance requirement prior to being reinstated. Suspended accounts will not be reinstated until all delinquent amounts have been paid in full and all other requirements have been met. Applicants who continue to make trips from the Airport after being suspended shall be fined and/or subject to revocation, as provided in **Section 20.**

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 hereto and incorporated by reference herein, 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 Agreement 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 drivers 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 driver'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 Authority 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 the Authority, 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 hereto and incorporated by reference herein.
- d. Applicant shall instantaneously send a final ping to the Authority, 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 the Authority 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 as may be subsequently adopted, amended, or modified 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 following provisions are mandatory FAA provisions pursuant to “Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors” issued by the FAA January 29, 2016, and as amended. As such, neither the language nor their inclusion may be changed.

A. **General Civil Rights Provisions.** Applicant and its transferee(s) agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Applicant transfers its obligation to another, the transferee is obligated in the same manner as Applicant.

This provision obligates Applicant for the period during which the property is owned, used or possessed by Applicant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **Compliance with Nondiscrimination Requirements.** During the performance of this Permit, Applicant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Applicant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** Applicant, with regard to the work performed by it during the Permit, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Applicant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Applicant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor



or supplier will be notified by Applicant of Applicant's obligations under this Permit and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Applicant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Applicant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to Applicant under the Permit until Applicant complies; and/or
    - b. Cancelling, terminating, or suspending a Permit, in whole or in part.
  6. Incorporation of Provisions: Applicant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Applicant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Applicant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Applicant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Applicant may request the United States to enter into the litigation to protect the interests of the United States.
- C. Construction, Use, Access to Real Property Acquired Under the Activity, Facility or Program. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.
1. Applicant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the

benefits of, or otherwise be subjected to discrimination, (3) that Applicant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

2. With respect to the Permit, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Permit, Applicant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §

47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 Airport Passengers 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. Applicant agrees to comply with all Authority operational requirements, including, but not limited to the Authority’s designation of curb areas at which vehicles of Applicant may stop. Applicant acknowledges, the Authority may in its sole and absolute discretion, may from time to time: a) change designated curb areas; c) limit the length of time vehicles may remain at the curb; d) limit the number of vehicles allowed at the curb at one time; e) limit the number of vehicles permitted on Airport premises at any one time; and f) 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. Additionally, Authority may, in its sole and absolute discretion, 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. Applicant’s 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 the Permit pursuant to **Section 20**. The Authority reserves the right to temporarily change or move the authorized loading areas at the sole and absolute discretion of the Authority.

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 Airport Passengers in any vehicle on Authority property without a current AVI Transponder. AVI Transponders are not transferable and may be used only on the vehicles designated by the Authority. All AVI Transponders remain the property of Authority and Applicant shall surrender AVI Transponders to Authority upon request. Authority reserves the right to determine the frequency of and occasions when new or replacement AVI Transponders are 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 this Permit will be uniformly painted, visibly marked on the sides with the name of Applicant's business with block lettering or a logo sized at least 2" high, legible from a distance of at least 50 feet, in a **neat and clean, safe running and undamaged condition**, and validly registered. Motor carriers operating under the jurisdiction of the Nevada Transportation Authority shall have the symbols "CPCN" and the number of their certificate affixed upon each side of the vehicle. Motor carriers operating interstate must have their **USDOT number** affixed to their vehicles. CPCN and USDOT numbers need to be 2" high in sharply contrasting colors which are legible from a distance of at least 50 feet. **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 of Applicants' drivers shall obey the lawful orders and directions of all Authority law enforcement and security personnel, state and local peace officers, and all Authority officials. All of Applicants' drivers shall be familiar with and comply with Authority 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 Authority property. 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 this 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 sole and gross negligence or willful misconduct of the Authority.
19. **Citations.** If the Applicant’s driver is witnessed by the Authority, either in person or on Airport surveillance, violating any provisions/restrictions contained below, the Authority may issue a citation to Applicant’s driver for the infraction. Applicant or Applicant’s driver must pay the fee within 30 calendar days from the date issued. Applicant or Applicant’s driver’s failure to pay a citation within 30 calendar days may result in the Authority charging Applicant on the monthly invoice or Authority revoking Applicant’s Permit pursuant to **Section 20.**

<b><u>AIRPORT CITATION FEES</u></b>		
<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.** Authority may revoke this Permit 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 this 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 this 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.** This Permit is valid 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 upon renewal, the Authority may 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 Permit 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.** The Authority may, at its sole and absolute 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. **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.

26. **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 and gross negligence or willful misconduct of the Authority.

The provisions of this Permit 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.

27. **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 sole and gross 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.

28. **Miscellaneous.**

**28.1 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.

**28.2 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.

**28.3 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.

**28.4 Venue; Jurisdiction.** The parties each hereby irrevocably agree that any legal action or other proceeding relating to this Lease which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the Second Judicial District in the State of Nevada in and for the County of Washoe, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

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

**28.6 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.

**28.7 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.

**28.8 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.

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