

FISCAL YEAR 2024/2025
APPLICATION FOR
TAXICAB OPERATING PERMIT

The undersigned (“Applicant”) hereby applies to the Reno-Tahoe Airport Authority (“Authority”) for a Taxicab Operating Permit (“Permit”) to transact a ground transportation business on the premises of the Reno-Tahoe International Airport (the “Airport”), from July 1, 2024 through June 30, 2025.

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

A. Name of Applicant: _____

B. Business or Trade Name: _____

C. Form of Business Entity:

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

_____ Corporation (attach Certificate of Status from Nevada Secretary of State and 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 and a copy of all Fictitious Business Name Statements, if any)

_____ Other: _____

D. Physical Address of Applicant: _____

Mailing Address of Applicant: _____

Contact Name: _____

Phone: (_____) _____ **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. Include Copy of City or Municipality Taxi 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.

_____ **CPCN Number:** _____
_____ **USDOT Number:** _____
_____ **If Excluded, Why:** _____

H. Attach certificate of insurance for the following coverages:

Insurance Coverage Minimum Limits

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

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

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. Attach Vehicle list of vehicles to be operated on Airport property by Applicant for each of the Ground Transportation Operations showing: unit number, make, model, license plate number, seating capacity, and handicap accessibility.

J. 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.

K. Include non-refundable non-pro-rata vehicle registration fee as set forth in Authority’s then current Master Fee Resolution. In addition, Applicant may include a non-refundable Automated Vehicle Identification Transponder fee for each vehicle.

L. The Applicant has received and understood the Taxicab Operating Permit (“Permit”) and by way of execution below, agrees to enter into the Permit with the Authority and be bound by the terms, conditions, and covenants thereof, subject first to Authority approval of this Application.

M. Submit originals of fully completed and executed Application form to:

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

Or deliver/email to:

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

This APPLICATION is submitted on _____, 202__ and, subject to issuance, at the sole and absolute discretion of the Authority as confirmed in writing, the Permit is executed and made effective on the later of the date of submission of the application or July 1, 2024.

FOR APPLICANT

Authorized Signature

Date

Typed or printed name of signer

Email _____

TAXICAB OPERATING PERMIT

This Taxicab Operating Permit (“Permit”) is made and entered into by the Reno-Tahoe Airport Authority (“Authority”) and the Applicant, as of the later of the date of submission and execution of the Application by Applicant or July 1, 2024 (“Effective Date”). By way of this Permit, the Authority hereby 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. For and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Applicant hereby mutually agree to the following:

1. Definitions.

1. “Airport Passenger” or “Passenger” 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.
2. “Driver” means any person operating a Vehicle on behalf of Applicant, including independent contractors.
3. “Ground Transportation Vehicles” or “Vehicles” means all vehicles approved by the Authority to operate under this Permit.

2. **Term.** This Permit shall commence on the Effective Date and expire June 30, 2025 (“the Term”) provided however, the Permit may be renewed on annual basis for up to two years for a total term that will expire on June 30, 2027. Applicant understands and agrees that annual renewal of the Permit is contingent on Applicant annually providing the Authority all current information required in the Application and Applicant’s annual payment of the permit fee, vehicle registration fees, and any other fees and charges that may be due and owing to the Authority. All fees are subject to annual increase at the sole discretion of the Authority. Authority is under no obligation to renew Permit upon expiration of the Term; that upon renewal, the Authority may change the terms and conditions of Permit; and that Authority may at any time in its discretion terminate the 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.

3. Operating Requirements.

- A. Automated Vehicle Identification (AVI). 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 for monitoring and controlling Ground Transportation activities in a safe, secure and efficient manner.
- B. 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 the 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.

- C. Standards for Vehicles and 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.** 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.
 - D. Operation of Vehicles. Applicant agrees that its Drivers 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, and cause its Drivers to comply with, all Authority operational requirements, including, but not limited to the Authority's designation of curb areas at which Vehicles may stop and the taxicab staging areas as further described and depicted in Exhibit A attached hereto and incorporated by reference herein and the Authority's Airport Taxi Operators – Transportation Policies and Procedures included as Exhibit B, attached hereto and incorporated by reference herein. Applicant acknowledges, the Authority may, from time to time and in its sole and absolute discretion: a) change designated curb areas and taxicab staging areas; b) limit the length of time Vehicles may remain at the curb; c) limit the number of Vehicles allowed at the curb at one time; d) limit the number of Vehicles permitted on Airport premises at any one time; and e) 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, make changes to taxicab staging areas, including changes in size or location at the sole discretion of the Authority. Driver'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 14**. The Authority reserves the right to temporarily change or move the authorized loading areas in its sole and absolute discretion.
 - E. No Solicitation or Advertisement. Except as expressly authorized under this Permit, Applicant agrees that no employee or agent of Applicant shall solicit business in any manner whatsoever upon Authority property. 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.
 - F. Breach of Operational Requirements. Failure to adhere the foregoing requirements of this **Section 3** shall be deemed a material breach of this Permit and may result in termination of the Permit pursuant to **Section 13**.
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 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.

Applicant shall pay such fee to the Authority 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.

5. **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 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 **Sections I & J** of the Application. Any newly added vehicles may not use the Airport until the vehicle has been properly identified in accordance with **Sections 3** 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 Permit and obtain the written agreement of said Driver to be bound by all requirements of this Permit 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 Permit in accordance with the provisions of **Section 14**.

Applicant agrees that Applicant is responsible for any and all fees payable to the Authority in accordance with the terms of **Sections 4 & 13** 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 Permit 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 Permit by an independent contractor Driver operating one of Applicant's Vehicles on the Airport shall constitute a default by the Applicant under the terms of the Permit. In addition to the provisions of **Section 12** of the Permit, 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 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 are not intended in any way to alter or affect the relationship between the Applicant and its independent contractor drivers.

6. **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 this Permit. Applicant shall allow Authority or its representatives to inspect or audit Applicant's business records and accounts relating to its operations under 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, Applicant shall immediately pay the difference to the Authority subject to late payment fees, and if 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.

7. **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 the Permit and deactivation of all 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 13.**

8. **Compliance with Laws and Rules.** Applicant shall, and require its Drivers to conduct 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.
9. **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 Permit are provided in a manner that complies with the ADA, to the extent said ADA is applicable to this Permit. Applicant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit, 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 Permit.
10. **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).
11. **Insurance.** Throughout the term of Permit, Applicant agrees that it shall maintain insurance as described in 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 Permit 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.
12. **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.
13. **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 13**.

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>

14. **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:

1. 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.
2. Violation of or failure to abide by any of the covenants, Permits, conditions, provisions or restrictions contained herein, which violation or failure is not cured within such ten (10) day notice period.
3. Failure to provide or maintain insurance, as provided in **Section 10** hereof.
4. 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, Permits, conditions, provisions or restrictions set forth herein.

15. **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.

16. **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 Permit shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

17. **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, Applicant 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.

18. Miscellaneous.

18.1 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.

18.2 Entire Permit. This Permit constitutes the entire Permit between the parties hereto pertaining to the subject matter hereof and no supplement, modification or amendment of this Permit, 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.

18.3 Severability. If any portion of any provision of this Permit, 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 Permit.

18.4 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.

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

18.6 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 Permit 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

Permit, and no waiver shall be binding unless executed in writing by the parties making the waiver.

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

18.8 Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Permit, 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.

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

Exhibit A

Staging Areas and Requirements