

**CLARK COUNTY
DEPARTMENT OF AVIATION
PEER-TO PEER CAR SHARING COMPANY
OPERATING PERMIT**

THIS PEER-TO-PEER CAR SHARING COMPANY OPERATING PERMIT (“Permit”) is entered into this _____ day of _____, 2024, by and between Clark County, a political subdivision of the State of Nevada, through its Department of Aviation (“Aviation”), and Turo Inc., a Delaware Corporation authorized to do business in the State of Nevada (“Company”). Aviation and Company are each a “Party” to this Permit, and together they are the “Parties.”

WITNESSETH

WHEREAS, Aviation is responsible for the management and control of the Clark County Airport System, as set forth in Clark County Code, Title 20, which includes Harry Reid International Airport (“LAS”) and Aviation’s Airport Rent-A-Car Center (“ARACC”), and has the right to lease portions of the Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, in 2021 the Nevada Legislature enacted Nevada Revised Statutes (“NRS”) Chapter 482C (the “Chapter”), which authorizes peer-to-peer car sharing programs; and

WHEREAS, Company operates a peer-to-peer car sharing program; and

WHEREAS, pursuant to Clark County Code Section 20.04.040(a), Aviation must approve and charge a fee for all commercial activity conducted on the Airport; and

WHEREAS, pursuant to NRS 482C.350(2)(b), Aviation is authorized to require peer-to-peer car sharing programs or shared vehicle owners to obtain permits or certifications to operate at the airport, pay fees to operate at the airport, and comply with any other requirements to operate at the Airport; and

WHEREAS, the Parties enter into this Permit pursuant to NRS 482C.350(2)(b) and NRS 496.090; and

WHEREAS, Aviation is willing to allow Company to operate its peer-to-peer car sharing program at certain designed areas of the Airport upon the terms set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto agree to the recitals set forth above and to the following terms and conditions:

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term “Airport” or “Airport Property” shall mean the Clark County Department of Aviation Airport System, including Harry Reid International Airport (“LAS Airport”), the Rent-A-Car Center (“RACC”), Henderson Executive Airport, North Las Vegas Airport, Jean Airport, Overton Airport and all property and improvements owned or controlled by Aviation at the Effective Date of this Permit.
- 1.1.2 The term “Airport Customers” shall mean any Shared Car Driver who has selected the Airport for delivery of a Shared Vehicle.
- 1.1.3 The term “Aviation” or “Department of Aviation” or “DOA” shall mean the department of Clark County responsible for the management and oversight of County’s Airport System, as defined in Clark County Code, Title 20. The use of the term DOA or Aviation shall be interchangeable within this Permit.
- 1.1.4 The term “Car” or “Vehicle” shall have the meaning ascribed to it in NRS 482.135.
- 1.1.5 The term “Car Sharing” shall mean the authorized use of a vehicle by an individual other than the owner of the vehicle through a Car Sharing Program.
- 1.1.6 The term “Car Sharing Program” shall mean a platform authorized under NRS Chapter 482C that is operated by a business that connects Shared Car Owners with Shared Car Drivers to enable the sharing of Vehicles in exchange for money.
- 1.1.7 The term “County” shall mean County of Clark, a political subdivision of the State of Nevada, as represented by the Clark County Board of Commissioners and where this Permit speaks of “Approval by County,” such approval means action by the Clark County Board of Commissioners.
- 1.1.8 The term “Director” or “Director of Aviation” shall mean the Clark County Director of Aviation or her designee. The Director is delegated with the authority to act on behalf of the County and its Board of Commissioners on all matters relating to this Permit, including, but not limited to, the assessment of fines, penalties and termination.
- 1.1.9 The term “Designated Area” shall mean the Spaces and any other area on the Property as described in **Exhibit A** attached hereto and as further defined below in Section 1.3.
- 1.1.10 The term “Effective Date” shall mean the date on which Company is authorized to begin operations at the Airport under this Permit.
- 1.1.11 The term “Emergency” shall mean any situation, health or safety concern, incident, or action that is determined, at Director’s sole discretion, may cause or has caused structural hazardous or other similar catastrophic damage to the Designated Areas or surrounding areas.
- 1.1.12 The term “Environmental Laws” shall mean any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the regulations listed below, as may be amended from time to

time.

- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
- C. TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
- D. SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)
- E. CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
- F. CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)
- G. SANITATION (Nevada Revised Statutes, Chapter 444)
- H. NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)
- I. HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)
- J. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the federal, state or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons (CFC), ambient air, ground water, surface water and land use, including sub-strata land.

1.1.13 The term "Gross Revenue" is defined below in Section 1.5.5.

1.1.14 The term "Hazardous Material" shall mean the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined in the applicable regulations, including, but not limited to, the regulations listed below, as may be amended from time to time:

- A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
- C. HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)
- D. DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

E. ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

F. TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto; and

All substances, materials and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are federal, state or local.

1.1.15 The term "Privilege Fee" is defined below in Section 1.5.1.

1.1.16 The term "Property" means the Remote Parking Lot as depicted on the attached Exhibit A.

1.1.17 The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material as defined hereinabove, in violation of the Environmental Laws.

1.1.18 The term "Rules and Regulations" shall mean all applicable Airport rules and regulations, including the Airport Tenant Improvement Manual, Operating Directives, Airport Environmental Compliance Handbook, Nevada Revised Statutes, County Ordinances, or other such governmental laws and regulations, whether municipal, state or federal, as amended from time to time.

1.1.19 The term "Shared Car" shall mean a Vehicle that is shared or available for sharing through a Car Sharing Program.

1.1.20 The term "Shared Car Driver" shall mean a person who has been authorized to drive a Shared Car by the Shared Car Owner pursuant to the terms of a Car Sharing Program agreement.

1.1.21 The term "Shared Car Owner" shall mean the registered owner of a Shared Car or a person who is authorized by the registered owner to make a Vehicle available for sharing through a Car Sharing Program.

1.1.22 The term "Shared Car Users" shall mean either or both the Shared Car Owners and Shared Car Drivers.

1.1.23 The term "Spaces" shall mean the parking spaces in the Designated Area to be used by Shared Car Users for parking Shared Cars.

1.2 TERM AND TERMINATION

The term of this Permit will begin on the Effective Date and will terminate two (2) years thereafter unless it is terminated or renewed before that date (the "Pilot Period" or "Term"). Upon conclusion of the Pilot Period, this Permit may be renewed for an additional period upon mutual agreement of the Parties. Notwithstanding anything to the contrary that may be contained in this Permit, this Permit may be terminated by either Party at any time and for any reason upon thirty (30) days'

advance written notice.

- 1.2.1 Company shall provide to the Director the following items prior to the establishment of the Effective Date. The Effective Date will be confirmed by written notice from the Director:
 - 1.2.1.1 Evidence of insurance by Company as more fully outlined in Section 2.6 below.
 - 1.2.1.2 Copies of Company's Clark County Business License and any other licenses authorizing its operations in Nevada.
 - 1.2.1.3 [Reserved]
 - 1.2.1.4 Aviation receiving the Letter of Credit as set forth in Section 1.5.7 below.
- 1.2.2 Upon termination of this Permit, Company shall remove at Company's expense all property relating to this Permit from the Designated Area within thirty (30) days of such termination or within such additional time as is granted by the Director. Company shall at its expense restore the Designated Area to the conditions existing prior to this Permit; upon failure to do so Aviation may opt to cause such removal and restoration to be done and recover costs from Company. Any property left behind by, or on behalf of, Company, its agents, or representatives shall be considered abandoned and shall be disposed of accordingly at the sole cost of Company.

1.3 DESIGNATED AREA

- 1.3.1 For the Term of this Permit, Aviation grants to Company a non-exclusive revocable right to use the Designated Area for operating Company's Car Sharing Program. Additionally, Company's use of the Designated Area will include the following:
 - 1.3.1.1 Shared Car Drivers' use of the existing shuttle service between the Airport Terminals and the ARACC as described in Section 1.3.2;
 - 1.3.1.2 Existing lighting for the Designated Area; and
 - 1.3.1.3 The right to install signage for purposes of directing Company's customers to the Designated Area; signage shall comply with a signage plan approved by Aviation.
- 1.3.2 **Shuttle Service:** The Property and the Designated Area therein are adjacent to the ARACC. Aviation agrees that Company's employees, contractors, Shared Car Owners, Shared Car Drivers, and Airport Customers may use, on a non-exclusive basis, the existing complimentary shuttle services between the ARACC and Terminal 1 and Terminal 3 (together, the "Terminals") at LAS Airport provided by Aviation to its customers and employees. Such shuttle service shall be provided pursuant to the same first-come, first-served service levels and standards applied to the Airport's customers. At the Terminals, the service shall consist of pick-up and drop-off service for Airport Customers in the location at the Terminals as designated by Aviation from time to time. The pick-up service at the ARACC for transportation to the Terminals shall be in the same location at the ARACC for both Company's and the Airport's customers as designated by Aviation from time to time. The drop-off service from the Terminals for Company's employees and contractors and Airport Customers shall be at the same location as for other users of the shuttle to the ARACC, in a location designated by Aviation from time to time. Aviation

shall have no obligation to change such service levels or standards for Company or its employees and contractors or customers utilizing the shuttle services. Aviation shall have no liability for any failure to provide certain levels of shuttle service so long as the point-to-point drop-off shuttle service at the ARACC from the Terminals, if any, is available to Company's employees and contractors and customers on the ARACC, and the pick-up shuttle service at the ARACC to the Terminals, if any, is available to both Company's and the Aviation's customers and employees without differentiation.

- 1.3.3 **Modification to Designated Area:** Any further modification to the Designated Area in which Company and the Shared Car Owners are allowed to conduct operations shall be accomplished through the issuance of a Space Use Letter, executed by the Director, including any applicable revised **Exhibit A** drawings. It is hereby understood and agreed that any modification to the Designated Area will be under the general terms and conditions of this Permit or as may be needed to meet the operational needs of the Airport, as determined by the Director. However, Aviation reserves the right to include any specific terms and conditions related to a specific modification to the Designated Area in any Space Use Letter issued. It is understood by both Parties that Company's and/or the Shared Car Owners' occupation or use of any portion of the Designated Area shall be deemed as Company's consent to all terms and conditions identified under a Space Use Letter.
- 1.3.4 Company acknowledges that the Director shall assign the use of any Designated Area, or other designated areas of the Airport for use by Company, in common with other Car Sharing Program and/or other types of business operators. Company acknowledges that such assignments will be determined at the sole discretion of the Director.
- 1.3.5 Upon reassignment of Designated Area or termination of this Permit, howsoever caused, Company will discontinue use of any area(s) or Designated Area, as applicable, within the time frames identified by Aviation.
- 1.3.6 Company and Shared Car Users shall keep the Designated Area and other Airport Property neat, clean, free of litter and debris, and shall utilize trash receptacles provided by Aviation. Shared Car Users shall not feed birds or other wildlife on the Airport Premises. Violations of this Section will result in a citation to the offending Shared Car User.

1.4 RIGHT, PRIVILEGES, AND RESTRICTIONS

- 1.4.1 **Non-Exclusive Agreement.** Aviation hereby grants to Company a non-exclusive revocable right to operate its peer-to-peer platform, subject to all the terms and conditions included or referred to in this Permit and in accordance with the Rules and Regulations, as established and as these may be amended from time to time. Company shall take all reasonable steps to ensure that all Shared Car Users comply with all applicable aspects of this Permit.
- 1.4.2 **Access and Use Restrictions.** Company is responsible for informing Shared Car Users participating in Company's Car Sharing Program to only use the Designated Area for a Shared Car transaction. Company is responsible for informing its users of any and all current and changed operating conditions, and to promptly notify Aviation that it has done so. Further, Company agrees as follows:
 - 1.4.2.1 Neither Company nor its Shared Car Owners shall use any LAS Airport property, including curbside drop-off and pickup areas, long or short-term parking, waiting

or holding lots, or valet areas, for drop-off or pick-up of Shared Cars. Violators will be ticketed and responsible for any associated administrative penalties or fine.

1.4.2.2 Company shall not facilitate Shared Car transfers to Shared Car Drivers at any location on Airport Property except the Designated Area.

1.4.2.3 Shared Car Owners and Shared Car Drivers shall only conduct Airport Property Shared Car transactions in the Designated Area. Subject to Section 1.3 above and Section 1.5 below, Shared Car Owners may also utilize Airport-authorized third-party shuttles to transport Airport Customers to an off-airport parking facility to conduct the transaction.

1.4.3 **No Other Commercial Activity Authorized.** Any commercial activity by Company or Shared Car Users on Airport Property that is not explicitly authorized under the terms of this Permit is prohibited.

1.4.4 [Reserved]

1.4.5 If, in the sole judgment of the Director, Company or Shared Car Owner is promoting or offering for sale items and/or services not included within the scope of the purpose of the Permit, Aviation shall give Company written notice of such violation. Company will then have five (5) business days to remedy the violation. If Company fails to remedy the violation, including by deactivating a Shared Car Owner's access to Airport Property or educating the Shared Car Owner on the Rules and Regulations, it shall be considered a material breach of this Permit, and the Director may exercise the right to cancel the Permit and/or individually fine the Shared Car Owner.

1.4.6 Prior written consent from the Director shall be required for any product, service, or use that Company desires to utilize at or involving Airport Property that exceeds the scope of this Permit, and such consent may be withheld for any reason. Any additional authorized uses allowed under this Permit shall be solely determined by the Director. Company's failure to seek such prior written consent shall be considered a material breach of this Permit, and the Director may exercise the right to cancel the Permit.

1.4.7 At all times, the general public will be given the highest consideration in matters effecting the operation and use of the Designated Area, Property, and Airport Property. Documented or substantiated incidents of rude or aggressive behavior (including but not limited to public fighting, assaults, disturbance of the peace by word or conduct, and threats) on Airport Property by a Shared Car User, or an employee or agent of Company toward the general public, Aviation employees/contractors, or other ground transportation carriers shall result in a suspension of the offending individual from operating on Airport Property, and may result in the termination of this Permit.

1.4.8 Should a conflict ever arise between Company and other operators on Airport Property regarding use of the Designated Area or other Airport Property, the Director shall resolve the conflict and Company agrees to abide by the Director's decision.

1.5 FEES AND CHARGES

1.5.1 **Privilege Fee:** As compensation for the privileges granted by this Permit, Company agrees to pay to Aviation during the Term of this Permit, a Privilege Fee in an amount equal to

ten percent (10%) of Company's monthly Gross Revenue, as defined below, derived from operations covered by this Permit.

1.5.2 [Reserved]

1.5.3 **Space Fee:** Shared car users shall access the Property via the common entry and exit gates and by utilizing the parking ticket system in common with other users and shall pay the current parking rates for the in common with other users for the use of the Property. At any time during the Pilot Period or a subsequent renewal term, the Parties may negotiate to decrease or increase the number Spaces, subject to availability and the operational needs of the Parties.

1.5.4 In the event a Shared Car Owner violates the terms of this Permit, Company will take the following actions:

1. 1st Offense – Verbal warning to Shared Car Owner;
2. 2nd Offense – Written warning to Shared Car Owner requiring the Host to agree to full compliance of rules in writing, and Company will be subject to liquidated damages in the amount of \$100;
3. 3rd Offense – Shared Vehicle Owner will be restricted from delivering Shared Vehicles to the Airport; and Company will be subject to liquidated damages in the amount of \$250.

1.5.5 **Gross Revenue**

1.5.5.1 As used in this Section, the term "Gross Revenue" shall mean, for all purposes in this Permit, the total amount of monies paid to or earned by Company, or received from Airport Customers, whether for cash, credit, or other form of payment, in its performance of its business at the Airport, including:

1. All time and mileage charges for Shared Cars; and
2. Any charges for insurance offered incidental to a Shared Car agreement, including accident and personal effects insurance; and
3. The amount charged to Airport Customers at the commencement or the conclusion of the Shared Car agreement for the cost of furnishing and/or replacing fuel provided by a Shared Car Owner or Company; and
4. All proceeds from long-term leases of vehicles picked up from the Designated Area or any unauthorized location on Airport Property; and
5. Any amount charged by Company or a Shared Car Owner as a pass-through fee to its Airport Customers; and
6. All additional charges not expressly excluded under this provision, including add-ons for GPS, child carriers, ski or bicycle roof-top carriers, travel accessories or conveniences, luxury vehicles, large or oversized vehicles, electric vehicles, and services charges.

1.5.5.2 Company must pay all applicable fees set forth in this Permit. Non-payment of fees to Aviation may result in the termination of this Permit along with any other

legal remedies sought by Aviation.

1.5.5.3 **Exclusions.** Only the following shall be excluded from the term “Gross Revenue”:

1. Any Federal, State, or County sales or other similar taxes or surcharges separately stated to and collected from Airport Customers of the Company;
2. Any amounts received as insurance proceeds or otherwise for damage to shared vehicles, or for loss, conversion, or abandonment of such vehicle;
3. Amounts received from the disposal of salvage vehicles or the wholesale disposal or transfer of vehicles; and
4. Amounts received as payment for and administration on behalf of Shared Car Drivers and/or Shared Car Owners of traffic tickets, parking tickets, tolls, tows, impound fees, or other fees and penalties.
5. Amounts received by Company from Airport Customers which are fully passed through to Shared Car Owners (including but not limited to smoking fees, cleaning fees, post trip refueling fees, cancellation fees or any other fees or fines in which Company does not accrue any portion of the payment).

1.5.6 Should Company elect to line item out on a Shared Car Driver’s final invoice an “airport fee” or similar, Company shall only list the applicable fees stated above in their accurate amounts. Company shall not list any other “airport” type fees.

1.5.7 **Security Deposit.** Within thirty (30) days prior to the Effective Date, Company agrees to provide an irrevocable Letter of Credit or other instrument acceptable to Aviation in an amount equal to two (2) months total estimated fees, and charges, owed to Aviation, based on the average of up to the six (6) previous months, at the Director’s discretion. Aviation retains the right to redetermine the amount of the Letter of Credit or other instrument from time to time based on the average two (2) months activity for the previous twelve (12) month period. In the event Company fails to make payments in accordance with the requirements of this Permit, Aviation has the right to apply the above-referenced Letter of Credit or other instrument as may be necessary or to exercise any other legal remedies to which it may be entitled.

1.5.8 **Late Fees.** In the event any required payment is not made by Company as required and remains unpaid for a period of thirty (30) days or more beyond the due date, Aviation shall be entitled to, and Company shall pay, a Late Fee with an interest at the rate of twelve percent (12%) per annum on all amounts unpaid thirty (30) days past the due date.

1.5.9 **Redetermination of Fees and Charges.** Aviation reserves the right to redetermine all fees and charges every July 1st, unless otherwise modified by Clark County Code, Title 20. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the Director. If Company does not agree with such redetermined fees and charges, it has the right to terminate this Permit as provided for herein.

1.6 METHOD OF PAYMENT AND REPORTS

- 1.6.1 Company shall make all payments by check or electronic transfer made payable to the Clark County Department of Aviation, or other form of payment acceptable to Aviation, and deliver or mail said payments to the Clark County Department of Aviation, Finance Division, P.O. Box 11005, Las Vegas, NV 89111-1005, or to such other place as Aviation may direct Company in writing on or before the due dates as outlined in this Section.
- 1.6.2 All other amounts due to Aviation from Company, as provided herein, will be paid by Company within thirty (30) days of the date of the invoice.
- 1.6.3 Company shall use practices commonly used in the peer-to-peer vehicle sharing industry to track vehicles or record transactions. Such practices shall properly, accurately and reliably record all information pertaining to each and every peer-to-peer vehicle sharing contract or transaction that is conducted involving Airport Customers, Airport Property, or that uses a permitted shuttle service provider to access the Shared Car. The required information includes the contract number, the beginning date of the contract, the ending date of the contract, the name, address, or addresses, of the customer, payment method, the model and make of the Shared Car, the sales amount for the Car Sharing transaction, the sales amount or amounts for any and all other goods or services purchased, the location where the customer initially began the Car Sharing transaction, where the Car Sharing transaction terminated, and any and all other information obtained from the customer or other sources as pertaining to each peer-to-peer car sharing contract. Company agrees to track all Car Sharing transactions through electronic means and sequentially number all contracts and agrees to provide upon request by Aviation a list of trips which were initiated, but which were eventually voided or cancelled, or for which Company received no sales or other revenue. Operator agrees to notify Aviation in advance of any proposed changes in business operations that change or alters the accounting processes or procedures or information storage or data retrieval for Company's business operations covered under this Permit.
- 1.6.4 If Aviation acquires or develops an alternative technology solution to enable it to monitor and audit compliance of Company's operations, Company will work with Aviation in good faith on implementing such technology solution. Aviation agrees to provide Company with a mutually agreed upon fair and reasonable amount of time to implement an alternative technology solution. Company shall provide Aviation with data in a timely manner to ensure compliance with all reporting requirements found in this Permit. Data required may include electronic identification of all Shared Car transactions by Company.
- 1.6.5 **Monthly Fee Report:** On or before the **fifteenth (15th) day of each month**, Company shall submit to Aviation a detailed statement of its Gross Revenues derived from its Airport operations based on Company's previous month's activities, as permitted herein. Such statement will be submitted in a format required by Aviation and certified by an officer of Company as being correct and true. The statement shall include a calculation of all fees due to Aviation, broken down by each respective fee with supporting documentation including transactions and transaction days. The statement shall also include: 1) the number of Shared Cars with reservations for the previous month's activities; 2) the number of Shared Car Owners with Airport deliveries for the previous month's activities; and 3) details about each reservation including Shared Owner ID and vehicle information.
- 1.6.6 **Annual Fee Report:** **Within ninety (90) days after the annual contract date** during the Term of this Permit or any extension thereof, and **within ninety (90) days after the expiration of this Permit**, Company shall provide Aviation with a detailed statement of

all activities for the previous Permit year's business operations on Airport Property prepared in accordance with generally accepted accounting principles. Such statements are to be prepared by an independent Certified Public Accountant and shall include the written opinion of the Certificate Public Accountant as to whether these activities and monthly payments have been made in accordance with the provisions of this Permit. Should such statements show that the amount paid during the period of review was less than that which was due, Company shall immediately remit the additional amount to Aviation. Should such statement show that Company paid Aviation more than was due, after review and verification by Director, a credit memo will be issued to be applied against future fees and charges, except that if such should be the case at the end of the last month of this Permit, Aviation will refund the overpayment to Company.

- 1.6.7 Company will submit any other information reasonably requested by Aviation pertaining to Company's operations permitted hereunder.

1.7 RECORDS AND AUDIT

- 1.7.1 Company shall maintain accurate and complete financial books, records, accounts, and data of all Company's activities as required under this Permit and Nevada law and shall keep them available at any time at its principle place of business within Clark County, Nevada or another location as approved in writing by the Director, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection by the Director or such agents, employees, accountants, or auditors as the Director may designate.

In the event that such books, records, accounts, and data are not maintained at Company's principal place of business within Clark County, Nevada, as stated herein, Company shall be responsible for the transportation and delivery, including any associated costs, of any records requested for inspection to and from a location designated by the Director.

If Company fails to produce such records in Clark County, Nevada, Aviation may at Company's expense send its agents, employees, accountants, or auditors to conduct such inspection. Company shall reimburse Aviation for all travel expenses incurred by Aviation to perform the inspection of such records as may be required under this Permit.

Such books, records, accounts, and data shall be maintained in such a way that it is readily auditable and conform to all applicable laws. Such financial records and reports shall be kept for a period of five (5) years from the end of Company's fiscal year (or longer if required by law) or until the final disposition of any claims or litigation arising out of the performance of this Permit, whichever is longer.

- 1.7.2 Aviation reserves the right to require Company to implement and maintain an effective internal control system which assures the proper recording and reporting of Gross Revenues and the associated fees and charges. Company may be required, at Aviation's discretion, to show documentation of its internal control system to Director for approval prior to commencing operations or in conjunction with any audit, examination, or review as described in this Permit.
- 1.7.3 The Director, at any time, has the right to cause an audit, examination, or review of Company's business records and activities pursuant to this Permit to be made by Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall retrieve and provide all books, records, accounts, and data within five (5) business days of any requests made by the Director or such agents, employees, accountants, or auditors as the Director may designate.

Company shall provide responses to any inquiries and/or findings within five (5) business days of such requests throughout the course of such audits, examinations, or reviews.

If Company fails to respond and/or provide the requested information within the required time frame, it shall be considered in default of this Permit. Aviation may, in addition to any other fines permitted, as a cumulative remedy, terminate this Permit under the terms of this Permit.

Company agrees to provide documents electronically or otherwise provide appropriate workspace and access to copiers, fax machines and other office equipment needed in conjunction with such audit, examination, or review without charge to Aviation.

If, as a result of such audit, examination, or review, it is determined that Company's Gross Revenues previously reported to Aviation by Company are found to be understated in any respect, all associated fees and accrued interest shall become due immediately and Company shall remit any additional payments to Aviation.

Additionally, if Company's activities and fees reported to Aviation by Company are found to be intentionally understated in any respect, or to be understated (either intentionally or unintentionally) by a greater margin than three (3%) percent of Company's activities and fees for the period under review, Company shall immediately pay to Aviation the costs associated with such audit, examination, or review, otherwise the cost of such audit may be paid by Aviation.

If such audit, examination, or review discloses any willful or intentional inaccuracies, this Permit, at the option of the Director and as a cumulative remedy, may be terminated.

- 1.7.4 In the event Aviation receives a third-party request for Shared Car User identification information and/or Shared Car license plate information, Company acknowledges that Aviation is required to comply with the public records requirements set forth in Nevada Revised Statutes Chapter 239. However, Aviation will make its best efforts to promptly notify Company of such request, prior to providing any requested information, and to allow Company the opportunity to seek court intervention concerning the potential disclosure of confidential information or trade secrets.

1.8 AVIATION PERMIT RESPONSIBILITIES

In the operation of Company's activities within the Designated Areas, Aviation will provide and maintain the following:

- 1.8.1 Maintenance, cleaning, and repair of the Designated Areas, except damage caused by the negligence of Company or the Shared Car Users.
- 1.8.2 Shuttle service from the ARACC to the Terminals as described in Section 1.3.2.
- 1.8.3 Existing lighting for the Designated Area.

- 1.8.4 In the event that any repair is required by reason of the negligence or abuse of Company or the Shared Car Users, or any other person using the Designated Area or Property with Company's or the Shared Car Users' consent, express or implied, Aviation may make such repair and bill the Company at cost and add twenty percent (20%) for administration of the repairs.

The above will apply if Company fails to satisfy its obligation under Section 1.9.3 below within three (3) days, unless such repair is immediately required for the safety and/or security of the Airport as determined by the Director.

1.9 COMPANY PERMIT RESPONSIBILITIES

In the operation of Company's activities within the Designated Area, Company shall provide and maintain, at Company's sole expense, the following:

- 1.9.1 Company and/or Shared Car Users shall keep the Designated Area in a safe, clean and orderly condition at all times.
- 1.9.2 Company shall be responsible for ensuring that Shared Car Users only use the Designated Area for Shared Car transactions and no other areas on Airport Property, and that Shared Car Users shall, in addition to all other Federal, State and local requirements, comply with all provisions of Clark County Code, Title 20, and the Airport's Rules and Regulations. Company agrees that Aviation may enhance or modify any Shared Car Owner training or certification requirements through a separate written notice. Company shall promptly notify Shared Car Owners of any and all current and changed Permit conditions and/or Rules and Regulations or instructions, and shall promptly notify Aviation, in writing, that it has done so. Company's or Shared Car Owners' failure to adhere to Aviation's training requirements or comply with the Rules and Regulations or Aviation's instructions may result in the violating Shared Car Owner's privileges to operate at the Airport being suspended and/or terminated, and Company shall enforce any such suspension or termination against the violating Shared Car Owner. Severe or repeated violations of this Section by either Company or Shared Car Owners may result in this Permit being canceled or terminated at the sole discretion of the Director.
- 1.9.3 Company shall immediately repair any damage to Designated Area or any other space at the Airport caused by the negligence of Company or Shared Car Users, and not covered by insurance carried by Company. Where possible, Aviation shall provide notice to Company and a reasonable opportunity to conduct such repair, except if necessary for safety reasons, Aviation, at its option, may make such repairs, and Company shall reimburse Aviation for its costs for labor and materials plus twenty percent (20%) administrative costs.
- 1.9.4 Company and/or Shared Car Owners shall, in and about the Designated Area and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor and appearance of Shared Car Owners. Shared Car Owners' conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. Company and Shared Car Owners shall, at all times while on Airport Property, conduct themselves in a courteous manner toward the public and at all times act in accordance with the Rules and Regulations. Upon objection from the Director to Company concerning the conduct, demeanor or appearance of any Shared Car Users, Company shall, within a reasonable time, remedy the cause of the objection. The Director shall solely determine whether or not the conduct of Company or the Shared Car Users meets the requirements under this Permit. Upon written

notice from the Director of any non-conformity with this Section, Company shall take all steps necessary to remedy the condition, conduct and/or violation immediately.

- 1.9.5 Company and/or Shared Car Owners shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property, any signs or other similar advertising devices.
- 1.9.6 The Designated Area shall only be used by Shared Car Users for Shared Car transactions, and no other uses are approved, including Company parking, employee parking, fleet parking, long term parking, retail or charitable operations, and so forth.
- 1.9.7 Company and/or Shared Car Owners shall not commission, install or display any work of art on Airport Property.
- 1.9.8 Company shall provide to all Shared Car Users and any potential customers clear wayfinding directions to the Designated Area and to the shuttles serving the ARACC and Terminals through Company's app or website. Upon written notice from the Director of any Shared Car User or customer confusion or non-conformity with this Section, Company shall take all steps necessary to remedy the condition, conduct and/or violation immediately.

1.10 DEFAULT AND REMEDIES

- 1.10.1 If Company defaults in payment of any amounts due under this Permit or violates any provisions of this Permit or any law, rule, or regulation applicable to Company's use of Airport Property, Aviation will give written notice of such default, and at its sole discretion, Aviation may either elect to terminate this Permit or provide Company an opportunity to cure such default within a certain time.
- 1.10.2 Aviation shall have the right to terminate this Permit for default or for any reason at its sole discretion, which shall revoke Company's right of enabling Car Sharing at the Airport under the Chapter, and to obtain payment of all amounts due, plus interest, from the performance bond or other surety furnished by Company under this Permit. These rights of Aviation are in addition to all other legal rights Aviation may have.
- 1.10.3 If this Permit is terminated, all sums owed Aviation under this Permit shall become immediately due and payable, and no fees or charges paid by Company shall be refundable by Aviation.
- 1.10.4 Upon termination of this Permit for default, convenience, or any other reason, Company, on behalf of itself, its agents, and its Shared Car Owners, hereby agrees to waive all rights and claims against Aviation related to such termination, including breach of contract, costs of design, installation or construction of improvements, and/or interruption of business.
- 1.10.5 Aviation may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Permit.
- 1.10.6 No remedy herein conferred upon or reserved to Aviation is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be

cumulative and shall be in addition to every other remedy given under this Permit or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Aviation to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

- 1.10.7 In the event Company should materially default under any of the provisions of this Permit and Aviation should employ counsel or incur other expenses for the collection of the amounts due hereunder or the enforcement or performance or observance of any material obligation or agreement on the part of the Company herein contained, Company agrees that it will pay Aviation the reasonable fees of such counsel and such other expenses so incurred by or on behalf of Aviation.

1.11 NOTICES

All notices, requests, consents and approvals under this Permit shall be served or given by certified mail, registered mail, (to the P.O. Box listed below), nationally recognized courier (such as FedEx or UPS) (to the street address listed below), or email, except in cases of emergency, in which case it will be confirmed by email or facsimile. Any changes to the contact information contained herein will be exchanged in writing. In addition to this Notices Section, Company shall provide the Director an updated 24-hour contact list for operational issues.

- 1.11.1 **Notices to Aviation:** Notices intended for Aviation sent via certified or registered mail will be addressed to:

Clark County, Nevada
Attn: Director of Aviation
P.O. Box 11005, Airport Station
Las Vegas, Nevada 89111-1005
FAX: (702) 261-5050

Notices intended for Aviation sent via nationally recognized courier (such as FedEx or UPS), will be addressed to:

Harry Reid International Airport
Attn: Business Office
2nd Floor – Central Services
5757 Wayne Newton Boulevard
Las Vegas, Nevada 89119

Notices intended for Aviation sent via email, will be addressed to:

EMAIL: Business@lasairport.com

or to such other address as may be designated by Aviation by written notice to Company.

- 1.11.2 **Notices to Company:** Notices intended for Company via certified or registered mail will be addressed to:

Turo Inc.
Attn: Legal-Airports
111 Sutter Street, 12th Floor
San Francisco, CA 94104

Notices intended for Company sent via email, will be addressed to:

EMAIL: legal@turo.com

or to such other address as may be designated by Company by written notice to Aviation.

ARTICLE II

2.1 ASSIGNMENT

- 2.1.1 Company shall not assign its rights or duties hereunder in whole or in part without the prior written consent of Aviation. Any approved assignment will be specifically subject to all provisions of this Permit. Any assignment without Aviation's consent is void and will not be recognized by Aviation or release Company from its obligations under this Permit.
- 2.1.1.1 Before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Permit during the remainder of the term. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to Aviation.
- 2.1.2 No Release of Company
- 2.1.2.1 Except as may be approved in writing by Aviation upon a full assignment, no assignment will release Company of its obligation or alter the primary liability of Company to pay the fees and to perform all other obligations to be performed by Company under this Permit.
- 2.1.2.2 The acceptance of fees by Aviation from any other person will not be deemed to be a waiver by Aviation of any provision of this Permit.
- 2.1.2.3 Consent to one assignment will not be deemed as consent to any subsequent assignment. Any assignment without Aviation's consent shall constitute a default hereunder.
- 2.1.3 In no case may the activities, uses, privileges and obligations authorized herein be assigned, for any period or periods after a default of any of the terms, covenants, and conditions contained herein.
- 2.1.4 Aviation reserves the right to deny any assignment by Company for any reason it deems in the best interest of Aviation, which shall not be unreasonably withheld.

2.2 AIRPORT RULES AND REGULATIONS

- 2.2.1 Company, on behalf of itself, its agents, employees, and Shared Car Users hereby agree to be bound in the operation of its service at the Airport by all Airport Rules and Regulations and other such governmental regulations, whether municipal, state, or federal, including, but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. Company, agents, and Shared Car Users shall adhere to the Rules and Regulations, as may be amended from time to time. Company agrees to be subject to any fines, liquidated damages, and/or administrative assessments or penalties assessed against Company, its agents, employees and/or Shared Car Users resulting from violations of any Rules and Regulations. Nothing herein shall prohibit Company from passing on any fines and/or administrative assessments or penalties to the offending Shared Car User.

2.2.2 Aviation, through the Director, maintains the right to adopt, amend and enforce reasonable rules and regulations and operating directives with respect to use of and the conduct and operation of the Airport, its terminal buildings, or any improvements within the present or future boundaries of the Airport, which Company agrees to observe and obey.

2.3 TAXES, LICENSES, AND PERMITS

Company shall, at its own expense, identify, provide to Aviation, and maintain in force, any and all licenses and permits required for the legal operation of all aspects of this Permit. Company shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable. Company agrees to indemnify and save harmless County from any and all loss, cost, damage, expense, penalty or any liability whatsoever resulting from or in any manner arising out of the delay or failure of Company to pay when due, discharge or comply with any such taxes or other governmental charge. The provisions of this Section shall survive the expiration or earlier termination of this Permit.

2.4 INDEMNITY

Company agrees to indemnify, defend and hold Aviation harmless against all liability, loss, demand, or other expense, including, but not limited to, defense costs, expenses, and reasonable attorneys' fees imposed upon Aviation by reason of injuries or death of persons, including wrongful death, and damages to property alleged to be caused during or because of Company's use or occupancy of Airport Property, any operations or actions under this Permit, or any actions or non-actions of Company, its officers, employees, agents, or other representatives, and/or Shared Car Owners; provided, however, that such indemnity will not apply as to damages resulting from the sole negligence or willful misconduct of Aviation, its employees, agents, or representatives. These duties shall apply whether or not the allegations are found to be true. The provisions of this Section shall survive the expiration or earlier termination of this Permit.

2.5 WARRANTIES

Aviation is allowing Company to operate for the benefit of third parties "as is" and third parties using Company's service do so at their own risk. To the fullest extent allowable under applicable law, Aviation disclaims all warranties, whether express or implied, including any warranties that company's Shared Car services are reliable, accurate, fit for a particular purpose or need, non-infringing, free of defects or able to operate on an uninterrupted basis, that the use of such service by the third party is in compliance with the laws applicable to the third party, that third party information or payment transmitted in connection with Company's services will be successfully, accurately, or securely transmitted or received, or that services will be delivered as placed or ready at the suggested time.

To the fullest extent allowable under applicable law, in no event shall the County: 1) be liable to a third party with respect to the use of Company's services; or 2) be liable to a third party for any indirect, special, incidental, consequential, or exemplary damages, including without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of third party information, the inability to use any Car Sharing services.

2.6 INSURANCE

Company shall ensure that all insurance as required herein are provided and maintained by Company. As used in this Section 2.6, any reference to Company shall be deemed to include Company's agents, representatives, and contractors as applicable.

2.6.1 Insurance Requirements: During the entire Term of this Permit, Company agrees to obtain and maintain acceptable insurance in accordance with specifications contained herein. Company's insurance shall be primary as respects to Aviation and Company, their officers, employees and volunteers acting as agents of Aviation. Any other coverage available to Aviation, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

Company is responsible for and must remedy all damage or loss to any property, including property of Aviation, caused in whole or in part by Company or anyone employed, directed or supervised by Company.

Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Permit. Aviation shall have the right from time to time, on not less than thirty (30) days' notice, to require Company to increase the amount or type of coverage required to be maintained under this Permit. Such insurance will include, but not limited to:

1. **Commercial General Liability:** On an "occurrence" basis, coverage must include, Products and Completed Operations, Contractual liability, independent Contractors, severability of interest (Cross Liability) and Personal & Advertising Injury, in the amount of One Million Dollars (\$1,000,000) "Each Occurrence", minimum aggregate, if any, of Two Million Dollars (\$2,000,000).
2. **Automobile Liability Insurance:** Shall be maintained at limits of no less than One Million Dollars (\$1,000,000) Combined Single Limit each accident of Automobile Liability coverage for an "any auto" ("symbol 1", owned, hired and non-owned) or otherwise operated or used by or on behalf of Company. Such coverage may be maintained in the form of "excess liability coverage." Any other symbol requires prior approval of the Director, or designee, prior to Aviation's acceptance of the Certificate of Insurance and Company's start of operations at the Airport.
3. **Workers Compensation:** Insurance shall be maintained in accordance with NRS Chapter 616. A certificate of insurance will be provided to Aviation by Company.

2.6.2 Certificates of Insurance and Endorsements: Company shall provide Aviation evidence of required minimum insurance coverage and as noted above, immediately from the Effective Date. The required certificate(s) and endorsements shall be immediately furnished by the Company on industry issued ACCORD and ISO forms and be signed by a person authorized by the insurer(s) to bind coverage on their behalf. In addition to certificates of insurance, Company must also provide the following endorsements to the insurance policy:

1. Waivers of subrogation endorsements.
2. Primary noncontributory endorsement: Company policies including umbrella or excess liability shall be considered primary insurance and any insurance or

maintained by Aviation is excess and shall not contribute with insurance required of the Company.

3. **Additional Insured Endorsement:** Company agrees to cause its insurance company to issue a policy endorsement expressly naming CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES as an additional insured on any Commercial General Liability and Business Auto insurance policy intended for protection under this Permit.
 4. **30 Day Notice:** Policies shall be endorsed to provide a thirty (30) day written notice provision for cancellation or coverage reduced of any policy.
 5. **Schedule of Airports/Designated Premises Endorsement:** If utilized by Company. Company agrees to cause its insurance company to issue a policy endorsement listing the designated premises as “any premises leased, owned or operated under the control of Clark County Department of Aviation.”
- 2.6.3 **Notice of Cancellation:** Should Company cancel or fail to renew any insurance policy required herein, and/or receive advance written notice from the insurer prior to cancellation, termination, and revocation of any insurance coverage required hereunder, Company or its agent shall provide 30 days written notice to the Director of such material change, unless Company obtains substantially similar insurance coverage that meets the requirements of this Permit without any lapse in insurance coverage. If any of the insurance is cancelled, Company shall cease operations until such insurance can be provided and shall cause Shared Car Owners to also cease operations on or about Airport Property.
- 2.6.4 **Waiver of Subrogation:** To the fullest extent permitted by law, Company agrees to waive all rights of subrogation against the County, including the County’s commissioners, officers, employees, related entities, and authorized representatives including the Counties commissioners, officers, employees related entities, and authorized representatives for all costs expenses, losses, damages, claims, suits or demands, however caused to real or personal property, including but not limited to vehicles, equipment, and tools, owned, leased or used by the Company or Shared Car Owners, employees, agents or subcontractors; and (ii) to the extent such loss, damage, claims, suits or demands are covered or should be covered, by the required or any other insurance maintained by the Company. This waiver shall apply to all first party property, equipment, vehicle, and Workers Compensation claims unless prohibited under applicable state law, and all third-party liability claims. This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by Company. Company agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the County as required hereunder, Company further agrees to hold harmless and indemnify the County for any loss or expense incurred as a result of Company’s failure to obtain such waivers of subrogation from Company’s insurers (or any waivers of subrogation from Shared Car Owners).
- 2.6.5 **Severability of Interest:** Except with respect to the limits of insurance, Company’s required insurance shall apply separately to each insured or additional insured.
- 2.6.6 **Rating:** All policies required herein shall be issued by an insurance company(s) eligible to issue insurance policies in the State of Nevada, and with insurers with a current A.M.

Best rating of not less than “A-,” financial size; VII), unless otherwise approved by Aviation’s Risk Management.

- 2.6.7 **Deductibles/Self-Insured Retention:** All deductibles and self-insured retention(s) shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention(s) may exceed Twenty-five Thousand Dollars (\$25,000) unless prior written consent is given by the Director.
- 2.6.8 **Agent:** The Certificate shall be signed by an insurance carrier(s) or surplus line carrier(s) approved to write insurance in the State of Nevada.
- 2.6.9 **Renewal Certificates and Endorsements:** All renewal insurance certificates must be provided to Aviation prior to the expiration of the current insurance. In the event renewal policies have not been issued by insurer(s), Company agrees to provide complete copies of insurance binders issued to evidence coverage required by these specifications until such time as the actual policies are received from the insurer(s). Failure of Aviation to request such certificates or other evidence of Company’s compliance with insurance requirements, or failure of Company to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligation to maintain such insurance. In addition, the acceptance of any Certificate of Insurance evidencing the required insurance coverages and limits does not constitute approval or agreement by Aviation that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Aviation retains the right to reject any certificate(s) and endorsement(s) that it believes does not conform to these standards.
- 2.6.10 **Insurance Submittal Address:** All Insurance Certificates and endorsements requested shall be sent to the Clark County Department of Aviation, Business Office, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005. Certificates and endorsements may also be submitted electronically to Aviation’s cloud document storage system as determined by the Director.

ARTICLE III

3.1 ENVIRONMENTAL POLICY

- 3.1.1 **Environmental Compliance:** Company, on behalf of itself, its agents and its Shared Car Owners hereby agrees to be bound in the operation of its service at the Airport by the Department of Aviation Environmental Management System, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with Hazardous Material and/or the regulation of protection of the environment, including ambient air, ground water, surface water, and land use, including sub strata land. Company shall immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.
- 3.1.2 **Violation of Environmental Laws:** Company shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by Company, its agents, and/or Shared Car Owners or a third party in violation of the Environmental Laws as defined in this Permit, or the Department of Aviation Environmental Management System, as it now exists, or as may be modified from time to time.
- 3.1.2.1 Aviation will inspect areas to ensure that Company is using the Airport in accordance with environmental requirements.
- 3.1.2.2 Upon request of Aviation, Company shall conduct such testing and analysis as necessary to ascertain whether Company is using the Airport in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to Director's reasonable approval. Copies of such reports from any such testing will be provided to the Director.
- 3.1.2.3 Company shall immediately provide to Aviation copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment.
- 3.1.3 **Contamination of Designated Areas:** If the presence of any Hazardous Materials on, under or about any area of the Airport caused or permitted by Company, its agents, and/or Shared Car Owners results in any contamination of the Airport, Company will promptly take all actions, at its sole cost and expense, as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Material. Company will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements. Such steps are subject to:
- 3.1.3.1 Prior approval of the Director, which approval will not be unreasonably withheld, Company shall submit to the Director a written plan for completing all remediation work. The Director retains the right to review and inspect all such work at any time using consultants and/or representatives of the Director's choice.

- 3.1.3.2 Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Designated Area or Property in the sole judgment of the Director.
- 3.1.4 **Compliance with All Governmental Authorities:** Company shall promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws, as defined this Permit or the Department of Aviation Environmental Management System, as they now exist or as may be modified from time to time. Company shall promptly provide photocopies to Director of any submissions to and/or from environmental regulating agencies.
- 3.1.4.1 Should the government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials at the Airport which occur during the Term of this Permit Company shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. Company will, at no cost or expense to Aviation, promptly produce all information requested by the Director to determine the applicability of the Environmental Laws to the Airport, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
- 3.1.4.2 Company's obligations and liabilities under this Section 3.1 will continue so long as Aviation bears any responsibility under the Environmental Laws for any action that occurred on the Airport as a result of Company's actions.
- 3.1.4.3 Indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or Aviation, or any other work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Airport or present in the soil or ground water on, under or about the Airport caused or permitted by Company.
- 3.1.4.4 The parties agree that Aviation's right to enforce Company's promise to indemnify is not an adequate remedy at law for Company's violation of any provision of this Permit. Aviation will also have the rights set forth in this Section 3.1 in addition to all other rights and remedies provided by law or otherwise provided in this Permit.
- 3.1.5 **Aviation's Termination Rights for Violation of Environmental Laws:** Failure by Company, its agents, and/or Shard Car Owners or the failure of a third party to comply with any of the requirements and obligations of this Permit or applicable Environmental Laws will constitute a material default of this Permit and will permit Aviation to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Permit, to which Aviation may resort cumulatively, or singularly, in the alternative.
- 3.1.5.1 Aviation may, at Aviation's election, keep this Permit in effect and enforce all of its rights and remedies under this Permit, including (i) the right to recover rent and

other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to Company, to make payments required of Company or perform Company's obligations and be reimbursed by Company for all costs, unless such payment is made or obligation is performed by Company within such ten (10) day period.

3.1.5.2 Notwithstanding any other provision in this Permit to the contrary, Aviation will have the right of "self-help" or similar remedy, including access to the Designated Area, in order to minimize any damages, expenses, penalties, and related fees or costs, arising from or related to a violation of environmental law on, under or about the Airport.

3.1.6 The provisions of this Section 3.1 shall survive the expiration or earlier termination of this Permit.

3.2 NON-DISCRIMINATION

Company shall comply with all federal, state, and local laws regarding non-discrimination.

3.2.1 Aviation is committed to promoting full and equal protection and opportunity for all persons doing business with it. Company acknowledges that Aviation has an obligation to ensure Company, or Company's agents, do not engage in any discriminatory practices at any time during the term of this Permit. Company further acknowledges that if Company, its agents, or Shared Car Owners, are found guilty or liable by an appropriate authority for refusing to grant services in places of public accommodations or to do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, Aviation may elect to terminate this Permit.

3.2.2 In connection with the performance of work under this Permit, the Company, its agents, and Shared Car Owners agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

3.2.3 As used in this Section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.

3.2.4 As used in this Section, "gender identity or expression" means a gender related identity, expression or behavior of a person, regardless of the person's assigned sex at birth.

Company further agrees to insert all applicable language in this Section 3.2 in all agreements or arrangements it has with its agents and Shared Car Owners hereunder.

3.3 DISPUTES

Any and all disputes arising under this Permit, which cannot be administratively resolved, shall be determined according to the laws of the State of Nevada, and Company agrees that the venue of

any such dispute, either administratively or judicial, shall be in Clark County, Nevada.

3.4 STATE OF NEVADA LAW

This Permit will be interpreted under and governed by the laws of the State of Nevada.

3.5 ADDITIONAL CLAUSES

Company hereby acknowledges and agrees that it will work with Aviation to address any operational issues that arise during the Pilot Period, and Company further agrees that **Exhibit B** attached hereto shall be promptly drafted and/or modified to reflect any such required operational changes.

3.6 MISCELLANEOUS

3.6.1 If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof, and the Permit shall be effective as if the unenforceable provision had not been included.

3.6.2 No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

3.6.3 This Permit constitutes the entire Permit and supersedes all previous agreements and negotiations and may only be amended by writing executed by both Parties.

3.6.4 Regardless of which Party drafted this Permit or any language that may be at issue, any ambiguities in this Permit or the language at issue shall not be interpreted against the drafting Party.

3.6.5 The headings, captions, and arrangements used in this Permit are for convenience and shall not be deemed to limit, amplify, or modify the terms of this Permit, nor to affect the meaning thereof. In this Permit, any singular words are deemed to include the plural and vice versa, if the context requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive, unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation."

3.6.6 No modification or amendment to this Permit is valid unless in writing and signed by both Parties.

3.6.7 The following provisions shall survive the expiration or termination of this Permit: 1) all indemnity obligations herein; 2) all environmental obligations herein; and 3) any other provisions of this Permit that imposes continuing obligations on Company and/or Shared Car Owners after the expiration or termination of this Permit.

3.6.8 This Permit and all rights and obligations hereunder are subject to approval by the Board of County Commissioners. However, the Director has the authority to act on behalf of the Board of County Commissioners for all purposes under this Permit, including the ability to terminate this Permit as set forth herein.

3.6.9 This Permit will be subject and subordinate to the provisions and requirements of any existing or future agreement between Aviation and the United States of America relative

to the development, operation, or maintenance of the Airport.

- 3.6.10 This Permit and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

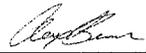
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IN WITNESS WHEREOF, County and Company have executed these presents the day and year first above written.

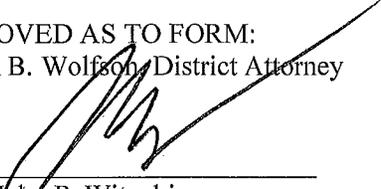
CLARK COUNTY, NEVADA

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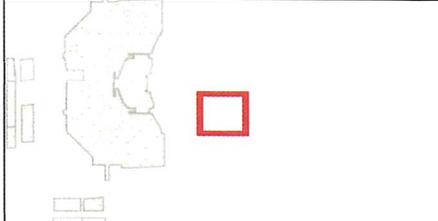
BY: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

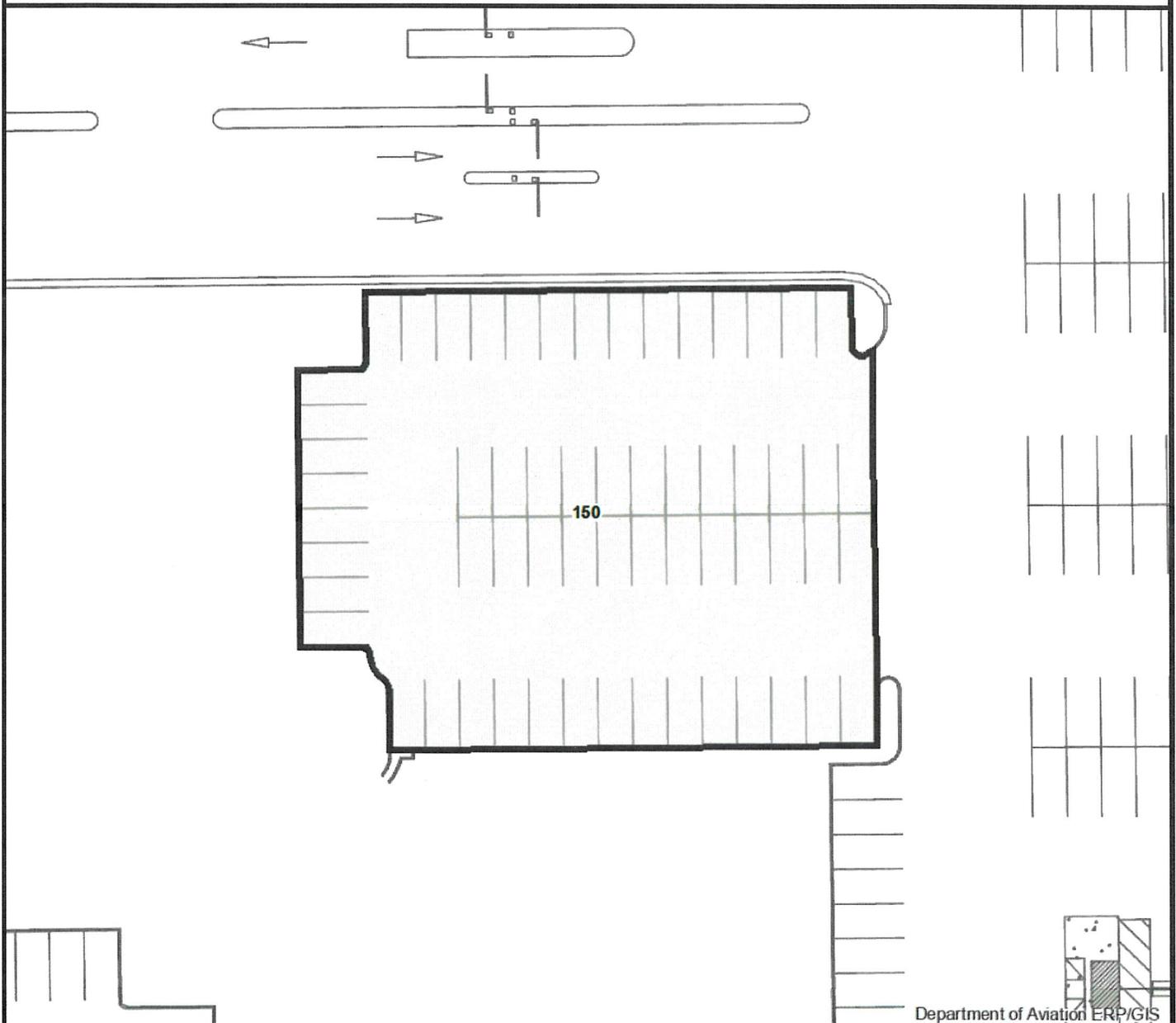
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BY:  _____
8704FE0F5B66425
Alex Benn, President

APPROVED AS TO FORM:
Steven B. Wolfson, District Attorney

BY:  _____
John P. Witucki
Senior Counsel

**EXHIBIT A
DESIGNATED AREA**

SPACE ID(s):	7140GILESPIE-L1-150	KEY PLAN 	
ASSIGNED SPACE(s):			AREA: 16816.06 S.F.
Square footage calculations are based on Harry Reid International Airport standards. Measurements are based on center wall delineations.			



Department of Aviation ERP/GIS

    	
TURO, INC.	Scale 0 10 20 30 Feet
LAND LEASE	Date: 4/25/2024
7140 GILESPIE STREET	Drawing Number L24-0394

**EXHIBIT B
ADDITIONAL CLAUSES**

[Reserved]

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply) N/A						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: ZERO						
Corporate/Business Entity Name: Turo Inc.						
(Include d.b.a., if applicable)						
Street Address:		111 Sutter St. 12th Floor		Website: turo.com		
City, State and Zip Code:		San Francisco, CA 94104		POC Name:		
Telephone No:				Email: Ethan Dunkle edunkle@turo.com		
Local Telephone No:				Fax No:		
Nevada Local Street Address:		n/a		Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	N/A	N/A

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

	Ethan Dunkle
Signature	Print Name
Senior Airport Partnerships Manager	5/24/2024
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a	n/a	n/a	n/a

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative