CLARK COUNTY
DEPARTMENT OF AVIATION
PASSenger / TOUR ESCORT OPERATING PERMIT

THIS PASSenger / TOUR ESCORT OPERATING PERMIT, hereinafter “Permit,” is granted by Clark County, hereinafter “County,” in accordance with Clark County Ordinance 20.04.040 to VIVA LAS VEGAS TOUR & TRAVEL, hereinafter “Permittee,” on this _____ day of __________, 2009, to grant limited operational privileges to meet and direct charter, tour passengers, and/or resort guests at McCarran International Airport, hereinafter “Airport,” predicated upon Permittee’s acceptance and compliance with the following terms and conditions.

1. PURPOSE. Increased security requirements for all areas beyond the security screening checkpoints only allow badged personnel and ticketed airline passengers beyond these checkpoint areas at the Airport. Therefore, the purpose of this Permit is: 1) to enable all licensed Tour Operators and/or Resort Operators to be in compliance with Clark County Code, Title 20; and 2) to establish procedures that will allow Permittee to provide customer services beyond the security checkpoints. However, only those Permittee’s that desire to provide these services beyond the security checkpoints will be required to comply with the badging procedures and fees established under this Permit. The badging portion of this Permit is voluntary to the Permittee.

All Tour Operators and/or Resort Operators conducting business, as defined in Section 3 at the Airport will be required to enter into this Permit to conduct such activities at the Airport.

For the purpose of this Permit a “Tour Operator” shall be defined as any licensed tour company authorized to conduct said business in Clark County for such functions. “Resort Operators” shall be defined as a hotel establishment exceed one thousand (1,000) rooms or any establishment participating and in good standing with the Airport’s Off-Airport Check-In Program. Resort Operators are strongly encouraged to work with the Director of Aviation or designee in participating in the Airport’s Off-Airport Check-In Program.

All terms and conditions of this Permit are subject to immediate modification and/or revocation by the Director of Aviation or designee to meet the operational need of the Airport and/or any future changes to the security requirements for the Airport.

2. TERM. The term of this Permit shall be on a month-to-month basis, commencing on February 5, 2009, and continue for a period not to exceed three (3) years. This Permit may be terminated by either party at any time upon thirty (30) days advance written notice.

3. USE. Upon performance of the agreements, provisions, and conditions contained in this Permit, Permittee will have the privilege to use the designated areas within the common public terminal areas of the Airport, as identified by the Director of Aviation or designee, for the purpose of providing passenger services as described hereinafter and for no other
purposes except as may be approved in advance, in writing, by the Director of Aviation or desigee.

3.1 Passenger / Tour Escort Services, which for the purpose of this Permit, shall be defined as meeting and directing charter, tour passengers, and/or designated resort guest on arriving flights and escorting such passengers to departing flights to ensure proper direction of and the timely processing of such passengers through the Airport. Permittee will be allowed to distribute informational packets only to their customers only in designated areas. Permittee shall not conduct any other activities or sales, including, but not limited to, the sale of show tickets, additional tour components, or other similar information and/or offerings on Airport property.

Permittee shall not loiter, block access to public areas or traffic areas, or otherwise obstruct access to or use any public and/or leased area belonging to another tenant, including, but not limited to, restaurant areas, gate holdroom areas, baggage claim areas, etc. Permittee shall not conduct any of its activities within any of the parking areas at the Airport.

Permittee will not be allowed to conduct any other activities (commercial or otherwise) or use the Airport for any other purpose not specifically included herein.

Permittee agrees to comply with performance standards for customer service and other related services as outlines in Exhibit “A,” attached hereto and by reference made a part hereof, and as may be further identified by Director of Aviation or designee and mutually agreed to by both parties. Permittee agrees to track its performance and make such reports as the Director of Aviation or designee may request from time to time.

Failure to comply with any of these requirements will result in the immediate suspension and/or termination of the badge access and this Permit.

4. ASSIGNED AREAS. Permittee will not be assigned specific space or premises under the terms of this Permit. Permittee shall be required to remain and operate only in the public areas of the Terminal and not within any leased area assigned to another tenant. Permittee shall not be allowed to utilize any existing furnishings or other equipment within the concession and/or airline areas for the purpose of conducting Permittee’s operation under this Permit.

It is understood and agreed that any designated area or Assigned Areas, as may be authorized herein above, at the sole discretion of the Director of Aviation or designee, will be done so for the best use of the Airport. County hereby reserves the right, at the sole discretion of the Director of Aviation or designee, to restrict access by Permittee to any area beyond the security checkpoints or other area of the Airport if it is deemed to be in the County’s best interest to do so. Permittee acknowledges that the Director of Aviation or designee will assign the use of any Assigned Areas in a manner to ensure the best utilization of the Airport and available facilities, and that such assignments will be determined at the sole discretion of the Director of Aviation or designee.
5. **RENTALS AND FEES.** Permittee will pay to the County, upon execution of this Permit, the following fees for the privilege of conducting its operations at the Airport.

5.1 **Tour Operations Fee:** One Thousand and 00/100 ($1,000.00) Dollars per year, payable in advance, without refund for termination by either party for services as defined in Section 3 provided at the Airport. Permittee will be invoiced on the anniversary date of this Permit as defined in Section 2. This fee may be waived by the County if Resort Operator is participating in the Airport’s Off-Airport Check-In Program.

5.2 **Badging Fee:** Thirty-Five and 00/100 ($35.00) Dollars per month or Two Hundred Ten and 00/100 ($210.00) Dollars on a semi annually basis per badge, for the privilege and use of the security badge, in addition to any other issuance and/or lost badge fees. On June 15th and December 15th Permittee will be invoiced for any outstanding badges issued to Permittee whether the badges are in Permittee’s possession or not. Permittee understands that such charges will continue to accrue until the badge has been properly returned to the Airport Badging Office, the natural expiration of the badge, or the termination of this Permit.

County retains the right to redetermine the fees paid from time to time by Permittee, subject to thirty (30) days prior written notice to Permittee from the Director of Aviation or designee. If Permittee does not agree with such redetermined fee, it has the right to cancel this Permit.

6. **METHOD OF PAYMENT AND REPORTS.** Permittee will make all payments by check made payable to Clark County Department of Aviation and deliver or mail said payments to the Clark County Department of Aviation, Director of Aviation, P.O. Box 11005, Las Vegas, NV 89111-1005 or to such other place as the County may direct Permittee in writing.

7. **LATE FEE.** Any payment due by Permittee to the County that is not received within three (3) days after the invoiced due date will accrue interest at the interest rate of twelve percent (12%) per annum from the invoiced due date until paid in full.

8. **TAXES, LICENSES, PERMITS.** Permittee will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Assigned Areas hereunder. Permittee may elect, however, at its own costs and expense, to contest any such tax, excise, levy, or assessment. Permittee will keep current municipal, state, or federal licenses or permits required for the conduct of its business.

9. **ASSIGNMENT.** This Permit and any rights granted hereunder cannot be transferred or assigned to any other party, including, but not limited to, any subsidiary of Permittee.

10. **INDEMNIFICATION.** Permittee agrees to indemnify, defend and hold the County forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed upon
County by reason of injuries or death of persons (including wrongful death) and damages to property alleged to be caused during or because of Permittee’s use or occupancy of Airport property or the Assigned Areas or any actions or non-actions of Permittee, its employees, agents and representatives, contractors and suppliers, and independent contractors, including movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission solely that of County, its employees, agents or representatives. These duties shall apply whether or not the allegations are found to be true.

11. INSURANCE REQUIREMENTS.

11.1 Permittee agrees to furnish and maintain satisfactory evidence of insurance as required herein or as may be required by the Department of Aviation prior to commencement of any permitted operation at the Airport.

11.1.1 Comprehensive Commercial Aviation General Liability Insurance, including products liability, for claims of property damage, personal injury, bodily injury or death allegedly resulting from Permittee’s activities on the Airport in an amount not less than One Million ($1,000,000) Dollars, per occurrence, combined single limit.

11.1.2 Automobile Liability Insurance in an amount adequate to cover automobile insurance on the Airport in an amount not less than One Million ($1,000,000) Dollars per person, per occurrence combined single limit.

11.2 Clark County, its officers, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities by or on behalf of the named insured.

11.3 Each insurance policy supplied by Permittee must be endorsed to provide that the coverage will not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Director of Aviation or designee. This notice does not waive the insurance requirements contained herein.

11.4 Best Key Rating: The rating of the insurance operator’s financial strength shall be “A-VIII” or stronger, as published in the latest Best’s Key Rating Guide, and shall be fully disclosed within the certificates of insurance.

12. RULES AND REGULATIONS. Permittee hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Airport Tenant Improvement Manual, Operating Directives, Environmental Directives, Airport Security Program, Nevada Revised Statutes, County Ordinances or 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. Permittee must adhere to the Airport Rules and Regulations and Operating Directives, as may be amended.
from time to time. Permittee agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any Rules and Regulations and Operating Directives. Permittee will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

13. **STANDARDS OF OPERATION.** Permittee will, in and about the Airport, exercise reasonable control over the conduct, demeanor and appearance of its employees, agents, and representatives and the conduct of its contractors, subcontractors, and suppliers. Upon objection from Director of Aviation or designee to Permittee concerning the conduct, demeanor or appearance of such persons, Permittee will, within a reasonable time, remedy the cause of the objection.

14. **SIGNAGE AND ADVERTISING.** Permittee will not erect, install, operate, or cause or permit to be erected, installed or operated in or upon the Airport, except as provided below, any signs or similar advertising devices for its own business. County reserves all rights to establish any advertising signs located on the Assigned Areas or Airport property.

Any identifying signs attached to the Assigned Areas will require the prior written approval of the Director of Aviation or designee. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.

Permittee will not commission, install, or display any third party advertising without the written approval of the Director of Aviation or designee. Such advertising shall be subject to standard airport advertising fee schedule and shall be in conformance with the Airport Advertising Policy.

Permittee will not commission, install, or display any work of art without the prior written approval of the Director of Aviation or designee and without a full written waiver by the artist and all rights under the Visual Artists Rights Act of 1990, U.S.C. (Sections 106A and 113).

The parties acknowledge and agree that County retains all rights to billboard sign sites, which may presently, or in the future, exist upon Assigned Areas.

15. **AIRPORT SECURITY PROGRAM.** Permittee must obtain Airport badging for its employees, subcontractors, suppliers, agents, and representatives requiring access to the Airport Terminal Building, Sterile Areas, Secured Area/SIDA, or other security areas as may be identified in the Airport Security Program, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this 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.

Permittee covenants that it will at all times maintain the integrity of the Airport’s Security Program and 49 CFR Parts 1500, 1520, 1540, 1542, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport and/or any airfield.
access which Permittee maintains. Permittee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Permittee also hereby agrees that it shall also be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport’s Security Program, at all times. Permittee also hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), Airport or other government agency.

Should Permittee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violation, and should County be cited for a civil penalty for such security violation, Permittee agrees to reimburse County for any monetary civil penalty, which may be imposed by the TSA. Permittee will have badge access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Program or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Permit, at the sole discretion of the County.

16. BADGING. Permittee agrees that only fully employed personnel of the Permittee will be allowed to apply for security badges and will not apply for independent contractors, contract labor, individuals not fully employed by Permittee or any other similar entity outside the auspices of the Permittee. Permittee agrees to provide bonafide records that such person, when applying for a security badge, is an employee of the Permittee.

Resort Operator acknowledge that limousine drives for said operator either direct staff and/or contact drivers are prohibited from obtaining an Airport Security Badges under this Permit. Only Report Operator’s connoisseur, butler, and/or equivalent staff may be eligible to obtain an Airport Security Badge.

In accordance with the Airport Security Program, Permittee must obtain Airport security badging, fingerprinting, and security threat assessments for their eligible employees and pay the related costs. Permittee shall pay to County the current rate as described in Section 5.2 per badge issued or as redetermined by the Director of Aviation or designee. In addition, Permittee shall be responsible for any and all costs associated with the security badges, including but not limited to, finger printing and lost badge costs at the current rate as established by the Director of Aviation or designee. Permittee must obtain Airport badging for its employees, invitees, officers, agents, representatives, contractors, subcontractors, suppliers, and/or sublessees, and pay any and all related costs associated with this privilege. Said badges will only be valid for the period of this 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 any employees, contractors, subcontractors, suppliers, agents, representative, and/or the suspension and/or termination of this Permit.

Permittee will be required to comply with all security requirements currently in effect or as may be implemented from time to time, including, but not limited to, background checks for
each badge requested. Permittee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all its employees and representatives.

Permittee will be required to continuously display any issued Airport security badge while on Airport property. Failure to do so will result in the immediate suspension and/or termination of the badge access and this Permit.

Permittee will have badge access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Program or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Permit, at the sole discretion of the Director of Aviation or designee.

17. **EMPLOYEE PARKING.** Permittee agrees to pay any applicable daily and/or monthly parking fees for access to employee and/or public parking areas. Parking for Permittee’s employees working at the Airport may be available in a parking area as determined by the Director of Aviation or designee at rates equal to those paid by other Airport tenants. Said parking rates may be modified from time to time at the discretion of the Director of Aviation or designee. Permittee must provide County with the names of eligible employees and make arrangements for monthly invoicing for the charges. Permittee shall contact the Airport Parking Office, (702) 261-5186; regarding the requirements of this Section.

Permittee hereby acknowledges and agrees that it will not be allowed to conduct any commercial operations within any of the parking areas provided at the Airport and that any such conduct or actions will result in the immediate termination of this Permit.

18. **NOTICES.** All notices, requests, consents, and approvals under this Permit will be served or given only by certified or registered mail, except in cases of emergency, in which case they will be confirmed by certified or registered mail.

Notices intended for County will be addressed to:

Clark County, Nevada  
Director of Aviation  
P.O. Box 11005  
Las Vegas, Nevada 89111-1005

or to such other address as may be designated by County by written notice to Permittee.
Notices intended for Permittee will be addressed to:

Mr. Fernando Cardenas
President
VIVA LAS VEGAS TOUR & TRAVEL
3726 S. Rosecrest Circle
Las Vegas, NV 89121
Phone (702)474-7418 Facsimile (702) 456-4091

or to such other address as may be designated by Permittee by written notice to County.

19. The Director of Aviation or designee, has the authority to act on behalf of the Board of County Commissioners for all purposes of this Permit, including the ability to terminate this Permit as set forth herein.

This Passenger / Tour Escort Operating Permit and all rights and obligations hereunder are subject to the approval by the Board of County Commissioners of Clark County.

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

CLARK COUNTY, NEVADA

BY: ________________________
RANDALL H. WALKER
Director of Aviation

VIVA LAS VEGAS TOUR & TRAVEL

SIGN: ________________________
PRINT: Fernando Cardenas
TITLE: president

APPROVED AS TO FORM:
David Roger, District Attorney

BY: ________________________
(Deputy)
EXHIBIT A

PERFORMANCE MEASURES AND SCOPE OF SERVICES

1.1 GENERAL

It is the intent of the County to provide world class aviation services to its customers that utilize McCarran International Airport

 Permittee shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in this Permit.

 Permittee shall be responsible to plan, develop, coordinate, manage, and operate the services in accordance with this Permit in order to enhance customer services at the Airport.

 Permittee shall submit its policies and procedures manual to the Director of Aviation or designee and have such manual approved by the Director of Aviation or designee prior to beginning operations and shall have any material changes thereto approved prior to implementation.

 The Director of Aviation or designee will have the right to establish reasonable rules and regulations and/or operating directives and Permittee agrees to comply with such regulations.

 Permittee shall furnish its employees working at the Airport with standardized uniforms as approved by the Director of Aviation or designee. Such uniforms shall be of a color and style distinct from the County employees and shall be representative of world class and/or high standard of operation. In addition to the required County identification badging, each employee will wear a uniform name tag identifying the employee, the service being provided and the Permittee’s name, and in the case of supervisors, their specific job title. All of the Permittee’s employees must wear their uniforms at all times while performing services under this Permit.

 Permittee shall be fully responsible for the acts or omissions of its agents, employees, contractors, subcontractors, or their agents or employees; or any other persons performing services under this Permit.

 Employees shall be instructed to park in an area designated by the Director of Aviation or designee at the rates set forth by the Department of Aviation, and shall be appropriately badged in accordance with governing regulations.
1.2 START-UP

Permittee shall be responsible for preparing and managing an orderly and effective transition and start up of the services under this Permit. This may include, but is not limited to, assisting the County with the physical development of the Assigned Areas, meeting with the previous service provider(s) and County staff, and placement of fixtures and equipment for Permittee’s operations at the Airport.

1.3 SAFETY

Permittee shall be responsible for implementing an aggressive Accident Prevention and Safety program to be used by staff. First aid supplies as well as fire extinguishers must be available for use as necessary. Permittee shall be responsible for training all employees on the use of all emergency, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All accidents and incidents involving employees shall be verbally reported to the Director of Aviation or designee immediately, followed by written confirmation of the same containing all pertinent information and in a form approved by the Director of Aviation or designee, within twenty-four (24) hours of the incident.

1.4 PERSONNEL POLICIES AND PROCEDURES

Personnel relations of employees on the Permittee’s payroll shall be the responsibility of the Permittee.

- Permittee will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record keeping, and customer service duties associated with the efficient and effective operation of the services to be provided under this Permit. All such persons will be selected and assigned based on the highest level of competency, honest, and courteous service available to operator through diligent recruiting, selection, and training.

- There shall be at least one employee designated as a supervisor on duty during all hours of operations.

- All personnel employed by Permittee to provide services under this Permit shall be fully qualified and licensed under federal, state, and local laws to perform such services.

- Permittee shall remove from its employ in the performance of this Permit, any employee who, in the reasonable opinion of the Director of Aviation or designee, conducts himself or herself improperly, is not qualified or is not licensed to perform the required services.

- Permittee will ensure that employees assigned to perform the services of this Permit:
  1) Are bonded against theft, embezzlement, and other losses of customer personal property and/or property of the County;
2) Are familiar with the duties and responsibilities of Permittee under this Permit;
3) Are alert, attentive and responsive while on duty;
4) Do not commit any act, which may bring discredit upon the County;
5) At all times exercise prudent, mature judgment in taking whatever action is necessary to protect the property of the County and the customer and to ensure normal, efficient operations;
6) Maintain a valid Nevada State Driver’s License appropriate for the types of vehicles being driven (Minimum of Class “C”);
7) Obey all traffic laws, rules and regulations and/or operating directives of the County at all times.

Permittee shall ensure that all supervisory personnel assigned to perform the services under this Permit:

1) Are trained, experienced, and of mature judgment;
2) Have authority, responsibility, and are able to provide direction to and exercise control over employees;
3) Are available for immediate response and will respond to all calls for assistance;
4) Are known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.

All management and staff personnel of Permittee shall present a professional, positive, pleasant, and courteous attitude. All employees will act in a courteous and helpful manner at all times with all customers and all other employees.

Employees will be considered courteous if they meet the following standards:

1) Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
2) Display a positive attitude toward passengers and fellow employees.
3) Maintain a friendly and attentive demeanor and good posture at all times.
4) Remain calm when encountering an upset customer, listen carefully, and show empathy to the problem.
5) Speak English clearly and understandably without using slang.
6) Never use foul or inappropriate language at any time in any public area.
7) Use proper and courteous vocabulary with customers. Do use words such as “please,” “yes,” “hello” and “thank you” (or language equivalent).
8) Smile and maintain appropriate eye contact and tone of voice while conversing with customers as well as fellow employees.
9) Respond to customers in areas that may not be within their specific job scope.
10) Do not gather together to chat while on duty.
11) Do not eat or smoke at their workplace in view of customers.
12) Do not chew gum, eat, or drink in public areas, other than those designated.
13) Be always identifiable as Permittee's personnel.
14) Do not nap or sleep while on duty.
15) Present a well-groomed, neat, clean, and conservative professional appearance.
16) Wear only appropriate accessories.
17) Wear nametag or appropriate identification at all times.
18) Uniform is consistent for the type of job being performed and is neat and clean.
19) Convey information using clearly understandable terms and provide accurate information to customers.
20) Obtain assistance to resolve customers' questions or problems if language barriers arise.

1.5 WORK AREA STANDARDS

Permittee shall be responsible for ensuring that their work areas are maintained in a neat, safe, and professional manner. This shall include, but is not limited to, the following:

- Counters are neat and clean with no graffiti.
- Workspaces appear uncluttered.
- Employee's personal belongings are not visible.
- No unauthorized postings.
- Handwritten, unprofessional, or unauthorized signs not used.
- Wastebaskets are not overflowing and floor area is generally clean.
- Supplies and equipment are stored out of sight of customers when not in use.
OWNERSHIP/APPLICANT DISCLOSURE FORM

Type of Business:
- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name (include d.b.a., if applicable): VIVA LAS VEGAS TOUR & TRAVEL

Business Address: 3726 S. Rosecrest C.
Las Vegas, NV 89121

Business Telephone: (702) 474 7418

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership of financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all corporate financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Fernando Cardenas</td>
<td>president</td>
</tr>
<tr>
<td>Ana Maria Cardenas</td>
<td>treasurer</td>
</tr>
<tr>
<td>Angel Cardenas</td>
<td>no title</td>
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</tbody>
</table>

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 any action on the land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Title: Fernando Cardenas

Print Name: Fernando Cardenas

Date: 01-26-09