PERMITTING KIOSK PILOT AGREEMENT

This PERMITTING KIOSK PILOT AGREEMENT ("Agreement") is made and entered into on the __ day of __________, 20__ ("Effective Date"), by and between Clark County, a political subdivision of the State of Nevada ("County"), and Home Depot U.S.A., Inc. ("Merchant" or "Home Depot"), a Delaware corporation, located at 2455 Paces Ferry Road, N.W., Atlanta, Georgia 30339. County and Merchant are collectively referred to as "Parties" and individually as "Party."

WHEREAS, Merchant owns and operates numerous home improvement retail stores;

WHEREAS, County regulates construction in unincorporated Clark County through the issuance of permits and the inspection of construction;

WHEREAS, Merchant desires to install and operate a permitting kiosk ("Permitting Kiosk") to allow Merchant to provide a location in some of Merchant's stores on a trial basis for customers to obtain certain of County's permits.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Merchant hereby agree as follows:

ARTICLE I - MERCHANT'S RIGHTS AND OBLIGATIONS

1.1 Merchant hereby agrees to install, operate and maintain a Permitting Kiosk in those Merchant stores specifically set forth on Exhibit A ("Stores") pursuant to the terms and conditions of this Agreement. The Permitting Kiosk shall provide for home improvement customers ("Licensed Contractors" and "Homeowners") to obtain and pay for permits for the type of specific home improvement project set forth on Exhibit B. The area in which the Permitting Kiosk will be located within each Store shall be determined by Merchant in its sole discretion ("Permitting Area").

1.2 Merchant agrees to collect from Customer at the Stores the County determined cost of the Permit ("Permit Fee"). County may change the Permit Fee at its sole discretion. Merchant agrees to remit to County the cost of the Permit Fee within two (2) days of receipt the Permit Fee.

1.3 Merchant shall develop, at its sole discretion, all associated signage for the Permitting Kiosk. The signage, as well as the Permitting Kiosk, shall remain the personal property of Merchant and Merchant shall retain all rights related thereof.

1.4 Except to the extent a loss is caused by the intentional misconduct of Merchant, Merchant shall not be responsible for any misuse of or misinformation submitted into the Permitting Kiosk by Customers.

1.5 Merchant will make the Permitting Kiosk available for use during all normal business hours. Merchant shall provide, at its sole expense, all supplies for the Permitting Kiosk.

1.6 All rights granted under this Agreement to Home Depot will extend to Home Depot's affiliates, which currently exist or are later acquired that (i) control, (ii) are controlled by, or (iii) are under common control with Home Depot ("Affiliates"). An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise.

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ARTICLE II - RIGHTS, OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF COUNTY

2.1 Following the execution of this Agreement and during the pilot Term, County will provide Home Depot with access to County’s database and permitting system as necessary to validate license information and enable the Permit Kiosk to function properly. County will provide weekly data extract files to Home Depot, containing County’s business license data, for uploading to the permitting system. County will be solely responsible for the accuracy of permitting information provided to Home Depot for uploading in the system, including but not limited to, permit price, permits offered and permit unavailability. County further agrees that it shall be responsible for permit refunds when payment has been made from Home Depot to County for such permits, as well as all customer issues related to County’s information and permit issues that do not concern the performance of Home Depot’s Permitting Kiosks or permitting system software. The Home Depot maintains administrative, technical and physical safeguards to protect against any threats to the security of customers, affiliates, 3rd party vendors, and other business partners personal and business information provided to The Home Depot for the purpose of fulfilling the request for a product or service. of providing a product or services

2.2 County shall be entitled to provide information about the specific permits, requirements and permittee obligations for printing on the administrative view of the proof of permit application document for each customer. County will not provide advertising on or through the Permitting Kiosk or via attachments to or signage on the Permitting without Merchant’s prior written consent.

ARTICLE III - TERM OF AGREEMENT

3.1 Subject to Section 3.2, this Agreement will commence upon the Effective Date and will continue thereafter for 90 days (“Term”). This Agreement will automatically renew for additional six (6) month terms (each a “Renewal Term”) unless terminated by either party as provided below. The Initial Term and the Renewal Term are referred to collectively as the “Term”.

3.2 Upon the expiration of this Agreement, or within twenty-four (24) hours of receipt of written notice of termination of the Agreement from County, Merchant shall discontinue offering permits on behalf of County through the Permitting Kiosks at the Stores. Settlement of any revenues owed by The Home Depot to County for sold permits shall be reconciled within ten (10) days of expiration or termination of the Agreement.

3.3 Either Party may terminate this Agreement in its entirety at any time, with or without cause, by giving written notice to the other Party. Termination shall be effective upon the other Party’s receipt of such written notice. Merchant may also terminate this Agreement as it pertains to an individual Store location by providing ten (10) days written notice to County.

ARTICLE IV - MISCELLANEOUS

4.1 Neither party, without the express written consent of the other party shall: (a) use any endorsement, quote, or picture implying endorsement of the other party or its employee(s), in any advertising, sales promotion, press release or other public document; or (b) use or display the name or mark(s) of the other party.

4.2 Notices to County or to Merchant shall be either by (i) certified mail, return receipt requested, or (ii) a nationally recognized delivery service, sent to the addresses shown in the first paragraph of this Agreement.
If to County:

______________________________
______________________________
Attention: ____________________

If to Home Depot:
Home Depot U.S.A., Inc.
2455 Paces Ferry Road, N.W.
Atlanta, Georgia 30339
Attention: Antoinette Baker
With a copy to: Legal Department (Services), C-20
Phone: (770) 384-3753
Fax: (770) 384-3041

4.3 This Agreement is the entire agreement between the parties and supersedes all prior agreements, understandings, communications and negotiations between County and Merchant concerning the subject matter of this Agreement. Any modification or amendment of this Agreement must be in writing and signed by both parties hereto.

4.4 Each Party's obligations and responsibilities hereunder are not assignable without the express written consent of the other Party. Neither Party may subcontract any of its obligations or any portion of the services contemplated by this Agreement without the prior written consent of the other Party. If a Party consents to the other Party's subcontracting of services, the subcontracting Party agrees that it will obligate its sub-contractors to be bound by and adhere to the terms and conditions of this Agreement. Notwithstanding the permitted subcontracting of services, the subcontracting Party will continue to be responsible for all of its and its sub-contractors' obligations under this Agreement.

4.5 Events beyond the parties' reasonable control including, without limitation, acts of God, acts of government, epidemics, pandemics, riots, fire, unavailability of communications or electrical power services provided by third parties, governmental regulations superimposed after the fact, hazardous road conditions or road closures, earthquakes, floods and other disasters are each referred to herein as a "Force Majeure Event."

4.6 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles. Any dispute arising out of, relating to, or concerning this Agreement shall, as a condition precedent to any court proceeding, be mediated by the parties. The parties shall mutually agree upon a mediator, and shall schedule and conduct such mediation at a mutually convenient time and place. Each party shall bear its own costs, fees and expenses associated with such mediation, except that the parties agree to split equally the costs and expenses of the mediator and the conduct of the mediation itself.

4.7 The Parties acknowledge and agree that nothing contained in this Agreement is intended or will be construed to establish Merchant and County as joint venture partners. The relationship between the Parties is strictly that of independent contractors, and neither will have the authority to act as or to hold itself out as an agent or representative of the other for any purpose. In no event will a Party be considered a joint employer of the other Party. Each Party acknowledges that it has sole responsibility to hire, discipline, terminate, supervise and dictate the daily work of its employees, agents, and subcontractors and is solely responsible for the payment of wages, salaries and benefits to its employees.
4.8 Notwithstanding anything else in this Agreement to the contrary, Merchant and County specifically acknowledge and agree that this Agreement does not constitute a lease of the Licensed Area, and Merchant does not grant unto County any leasehold interest therein, nor any right to use, possess, or occupy the premises excepting only a right to enter the Licensed Area in connection with conducting business operations described herein and contemplated by this Agreement. Merchant retains the entire possessory interest in the Licensed Area.

4.9 Each of the parties hereto and their respective attorneys have reviewed and have participated in the drafting of this Agreement. Accordingly, any law or rule of construction or interpretation of documents that resolves any ambiguity or inconsistency against the drafter of such document shall not be applicable in the interpretation of this Agreement.

4.10 The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed, constitutes the legally binding obligation of their respective entity and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have signed this Agreement or have caused same to be executed by their respective officer’s duly authorized.

“Merchant”

Home Depot U.S.A., Inc.

By: [Signature]
Printed Name: Kari Halpin
Title: Senior VP Legal

“County”

BCC

By: [Signature]
Printed Name:
Title:

Attest by county clerk

Approved as to form by DA
### EXHIBIT A

#### LIST OF LOCATIONS

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<tr>
<th>Mkt.</th>
<th>Store#</th>
<th>Address</th>
<th>City, State</th>
<th>Zip</th>
<th>Store Phone</th>
<th>Store Manager</th>
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<td>36</td>
<td>3301</td>
<td>861 S. RAINBOW BLVE</td>
<td>LAS VEGAS, NV</td>
<td>89145</td>
<td>702-870-9600</td>
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<td>1030 SUNSET BLVD</td>
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<td>702/435-9200</td>
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<td>2200 E. SERENE AVENUE</td>
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<td>1275 W. CRAIG ROAD</td>
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<td>702/871-5035</td>
<td>CHRIS BLACK</td>
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<td>3324</td>
<td>855 E. DORREL LANE</td>
<td>NORTH, LAS VEGAS</td>
<td>89086</td>
<td>702/399-3566</td>
<td>JOHNATHAN ROBINSON</td>
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EXHIBIT B

PERMITS FOR THE TYPE OF SPECIFIC HOME IMPROVEMENT PROJECT