



TRADE AGREEMENT

This Trade Agreement (the "Agreement") is made and entered by and between the Las Vegas Convention and Visitors Authority ("LVCVA"), and Promoting Partner ("Partner"), with reference to the following facts and purposes:

- A. The LVCVA seeks to provide an opportunity for partner to promote special offers to Las Vegas convention attendees and visitors through the Show Your Badge and Save Program ("SYBAS").
- B. LVCVA owns the Las Vegas Monorail™ (the "Monorail"), a public transit system located in the Las Vegas resort corridor. LVCVA seeks to promote awareness and the use of the Monorail system to Partner customers through cross-marketing and promotional opportunities through the Show Your Monorail Ticket and Save Program ("SYTAS").
- C. Collectively, the SYTAS and SYBAS program offerings will be referred to as the "Program".
- D. LVCVA desires to make available special promotional offerings by Partner to visitors through the Program.

Now, therefore, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Term of Agreement. The term of the Agreement shall be effective from the date of execution, and shall remain in effect until terminated by either Party ("Term").

1. LVCVA is authorized to promote on Partner's behalf. These promotions may be made through a variety of channels, including the internet, email, and other electronic or physical offerings owned by LVCVA.
2. PARTNER Agrees to:
 - a. Provide a discount offer to be promoted through the Program.
 - i. Partner agrees that discount offer may be promoted by the LVCVA for additional programs or events.



- ii LVCVA will provide partner at least 30 days written notice to allow for modification of offer validity.
- iii LVCVA reserves the right to discontinue any Partner promotional offering at any time and for any reason.
 - i Partner is responsible for any and all customer service in connection with the promotional offering and for supplying all goods and services stated in the promotional offering. Partner is responsible for any customer loyalty programs associated with the promotional offerings.

Provide awareness of the Monorail and its services through mutually agreed upon Partner marketing distribution channels.

STANDARD TERMS AND CONDITIONS:

4. Termination.
 - a. Each party represents and warrants that it has full right and authority to enter into this Agreement, to incur the obligations and to grant and convey the rights set forth herein.
 - b. Either party may terminate this Agreement without liability at any time by providing thirty (30) days written notice to the other party at the address specified herein. If the terminating party has received a commodity with value, such as Monorail tickets, they shall return such commodity unused immediately upon termination.
5. Governing Law; Attorneys' Fees. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its conflict of law rules. In event of any dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
6. Compliance with Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, permits, registrations or other approvals required in order to fully perform its obligations hereunder.
7. Insurance. Each party shall obtain such insurance coverages as it deems appropriate and prudent to protect itself from the risks arising out of its obligations pursuant to this Agreement.
8. Limited Liability



NEITHER PARTY, ITS OFFICERS, EMPLOYEES, AGENTS, OR PARTNERS, SHALL BE LIABLE TO THE OTHER, OR ANY OTHER PARTY, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES OR LOST BUSINESS, TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW.

9. Confidentiality. During the Term of this agreement the parties shall keep the terms of this Agreement confidential, except where otherwise required by law.

10. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

To LVCVA:

Las Vegas Convention and Visitors Authority

3150 Paradise Road

Las Vegas, Nevada, 89109

Attention: Ingrid Reisman, ireisman@lvcva.com

(702) 892-2810

11. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof. Any amendments to or waivers of this Agreement or any parts hereof must be in writing and signed by all the parties.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement; provided, however, that this Agreement shall be of no force or effect until one such executed counterpart is delivered to each of the parties hereto.

13. In the event that any provision of this Agreement, or any portion thereof, is found to be illegal, invalid or unenforceable, such determination shall not affect the legality, validity or



enforceability of any other provision, or any other valid subprovisions, of this Agreement. The illegal, invalid or unenforceable provision, or portion thereof, will be enforced only to the extent permissible under the law.

14. Either party shall retain all title, rights, and interest in its intellectual property, including names, logos, brand marks, trademarks, services marks, copyrights, patents and trade secrets related to the brands, products and services. Either party grants each other's representatives a revocable, worldwide, fully paid, royalty-free, non-exclusive right and license to use the IP only to the extent necessary for the performance of the Services and incorporated into this Agreement. Neither party or its representatives shall acquire any other right, title or interest into the IP. Such license shall terminate upon termination of this Agreement.

This Agreement is effective on the date Partner submits through the Vegas Means Business website.