

**1. Rental Fee:** \$600/month +\$3.50 Reservation fee +CC processing fee. No CC fee if paying with cash or check

## 2. SITE RULES

- Observe and obey all posted signs throughout the RV Park and adjacent property.
- Please respect guest's privacy by not walking through occupied sites.
- All waste disposal hookups must be sealed with all hoses and connections free of leaks.
- Please keep your campsite area neat and organized.
- ONLY one RV/Camper per site. No dependent RV or Tent allowed.
- No homebuilt RV's or retrofitted school busses
- Back axles cannot be further back than electrical box
- ONLY 2 cars per site. All vehicles must fit in the RV site.
- Maximum of 6 persons per site.
- No motorized vehicles, RV's on the grass.
- Guests accept that maintenance of the grassy areas may be operating at roughly 6am or earlier
- WINTER HEATER NOTICE: during winter months ONE oil filled radiator heater is allowed in your RV to work alongside your furnace. ALL other electric or forced air circulators are BANNED. It is strongly advised to use propane for your main heat source.
- You MUST have a HEATED water hose. It is advised that you apply heat tape to your sewage pipe and undercarriage sewage connection. The RV Park WILL DEEP FREEZE during the winter.

## 3. VEHICLE POLICY

- Management is not responsible for damage, injury, or loss to either person or property. The owner/management absolve themselves from all liability and responsibility pertaining to loss by fire, theft, weather, acts of God, property damage, accident or any other cause whatsoever, and guest agrees to save, protect and hold harmless this facility from all such liability.
- Automobiles and RV's must park in designated parking areas. TWO (2) motorized vehicles/ or TWO (2) motorcycles are allowed per site; the vehicle(s) may not infringe on adjacent sites or grass areas.
- RV's, automobiles and motorcycles must be currently registered, in good running order and operated by a licensed driver. Issues such as flat tires, dead battery, leaks, broken windows or is deemed to be in general poor condition, including exterior, may not be parked with the RV Park.

- All vehicle repairs, maintenance (e.g., oil changes, lubes, etc.), and washing RVs are prohibited.
- All posted traffic signs must be obeyed, and the posted speed limit is 10 mph and is strictly enforced.
- No boat, utility, storage or auto trailers may be parked in the RV Park without approval. Vehicles in violation of these rules will be towed at the owners' expense.
- ATV's, Side-by-Side's, Minibikes are prohibited from operating on property.

#### **4. GUEST RESPONSIBILITY**

- Any guest destroying/damaging park or other guest's property will be required to make restitution. If your RV has an electrical problem creating a problem with the park electric and an IPP electrician has to be called you will be responsible for the cost of the electrician's service call and damages.
- The RV Park shall provide utility hook-ups at the site for sewer, water and electrical service. Guests shall not make any alteration to the electric, water or sewer connections provided by the RV Park.
- The RV Park's responsibility shall extend only to the point of connection and the RV Park shall not have any responsibility for the condition or functioning of any pipes, conduits or wires from such point of connection to the guest's RV. Wastewater must be disposed of properly; no dumping on the ground. Please use the appropriate sewer connection.
- The RV Park reserves the right to disconnect utilities in order that repair, alterations or additions may be made. Guests will be notified, when possible, of any planned utility system shutdown.
- The RV Park shall not be responsible for any loss suffered by any guest from planned or emergency shutdowns.

#### **5. CODE OF CONDUCT & POLICIES**

- As our guests, please observe the following rules and most importantly, let us be reminded of the Golden Rule: "Do unto others as you would have them do unto you."
- Smoking (Strict Enforcement) permitted at individual sites only. No smoking in any common areas.
- All guests should be courteous to other guests; ensuring noise levels are acceptable even during the day. Loud music is not permitted at any time. RV owners shall be responsible for the conduct of their family members, guests and/or visitors while at the RV Park. RV owners, their family members, guests or visitors who create a disturbance or behave in a

manner that constitutes a threat or substantial nuisance to other RV Resort guests will not be allowed to remain on the property.

- Quiet time is 10:00pm-6:00am Sun-Thur 11:00pm -6:00am Fri-Sat
- No generators may be used in the RV Park without approval from management.
- Please place trash in plastic bags and dispose of garbage in the RV Park provided dumpsters and do not throw personal garbage in restrooms, laundry, clubhouse or other facility trash cans.
- Please do not flush anything in toilets other than toilet paper that is provided.
- Please keep building doors closed.
- Please do not tamper with the landscaping, electric or plumbing systems.
- Please do not chase or harass any of the wildlife.
- No soliciting, peddling, loitering, trespassing or trading allowed in the park.
- No criminal or drug related activity in or near the Park will be tolerated.

## 6. PET RULES

- Pets are welcome and must be kept on a leash or confined to the RV owner's site at all times. (This is a State Law.)
- All pet waste is to be cleaned up as soon as deposited, including the RV owner's site. This is a health issue and if you do not comply you will be asked to vacate the Park.
- If your pet shows aggressive behavior, you will be asked to remove the animal from the park.
- Pets must be on leashes (maximum 12') or in a temporary kennel when outside of RV's.
- Pets must be accompanied by an adult when outside of the RV. No animal is to be left outside the RV when the RV owner is away from the site.
- Service animals of any breed are welcome however these animals may not exhibit aggressive behavior..
- Aggressive or barking dogs will not be allowed to remain at the RV Park.
- The pet owner is solely responsible for any damage done to persons or property by the pet.
- Only pets that belong to registered RV guests are allowed on property.
- Wildlife/farm animals are not considered pets and not allowed.

## 7. FIRE SAFETY

- Fire safety is of the utmost importance at the RV Park. No campfires are allowed in the RV Park. A fire extinguisher must be available in the RV.

- Allowed: LP Gas for BBQ's, fire pits (contained with screen) or heaters. When not in use, such equipment must be placed back in storage.
- Prohibited: Open flame equipment (not allowed)
- All posted signs regarding health, safety, ordinance and law must be observed and are strictly enforced.
- All public laws and ordinances shall be obeyed within the RV Park. The RV owner will notify management should it be necessary.

## 8. DAMAGES

- The Guest is responsible for all damage or destruction of property, and any injury to persons, caused by the guest or his or her family, visitor or pets.
- The RV Park reserves the right to charge guests accordingly for any damage they cause to the grounds and/or Resort facilities, including but not limited to broken waterlines, damaged/missing sewer connections, cable lines, landscaping, and excessive debris (bottle caps, zip ties, cigarette butts, etc.)

## 9. Security

- This facility will be routinely patrolled by our security contractor and Millard County Sheriff Deputies for the safety of our guests.

## 10. Office Contact Info

- Office hours from 7am to 6pm
- Office phone 435-864-6507
- After hours emergency numbers
  - 435-406-5725 RV Park cell phone
  - 435-406-9092 Laura Shields

## 11. Shipping

- FedEx, UPS and USPS Delivery Service.
  - FedEx/UPS will deliver to your site number.
  - If you would like to receive USPS delivery please come to the office and a box number will be assigned to you.
  - Below is the physical address to use when having items shipped.

Name  
 IPP RV Park  
 646 W Brush Wellman Rd Site #  
 Mail Box #  
 Delta, UT 84624

I acknowledge that I have read and understand the RV  
Park Rules.

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Signature

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Date

**RV SITE RESERVATION FORM  
IPP RV PARK  
DELTA, UT**

**BOOKING DETAILS**

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Arrival Date

\_\_\_\_\_  
Departure Date

**GUEST DETAILS**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
On Site Supervisor

<b>Vehicle Type</b> ie RV, Truck, Car	<b>STATE</b>	<b>LICENSE NUMBER</b>

# RV PARK EMERGENCY CONTACT FORM

Name \_\_\_\_\_

RV Site # \_\_\_\_\_

**Personal Contact Info:**

Home Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Cell # \_\_\_\_\_

**Emergency Contact Info:**

(1) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Cell # \_\_\_\_\_

(2) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Cell # \_\_\_\_\_

**Medical Contact Info:**

Doctor Name. \_\_\_\_\_ Phone # \_\_\_\_\_

Dentist Name \_\_\_\_\_ Phone # \_\_\_\_\_

- I have voluntarily provided the above contact information and authorize C&L Shields Inc and/or IPSC and its representatives to contact any of the above on my behalf in the event of an emergency.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# MANCAMP MAIL SERVICE

[IPP RV PARK]

We will be accepting packages at the front desk, where you can come pick them up. But, if you would like to receive mail to the Community Center (other than packages), we can assign you a mailbox and key.

Would you like us to assign you a box and key?    Yes     No

If yes, please list whose names will be on the mail (Self, spouse, etc.), along with your site number.

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**Intermountain Power Facility  
RV PARK**

**Liability Statement**

The undersigned shall be liable for, and agrees to hold the Intermountain Power Agency (IPA), the Intermountain Power Service Corporation, (IPSC), and the Los Angeles Department of Water and Power (LADWP) and their directors, officers, employees, agents, and contractors harmless and reimburse said parties for any and all property damage, bodily injury and/or personal injury which results from the undersigned's use of or activity at the Intermountain Power Facility (IPF) Community Center or at any activity or function operated, arranged, or sponsored by IPSC, whether caused intentionally or negligently, either by the undersigned or the undersigned's guest or family or IPSC, IPA, LADWP or their directors, officers, employees, agents, or contractors. It shall be the obligation of the undersigned to pay for any and all costs resulting from the property damage including RV park facilities, equipment, and hook-ups, and/or bodily injury upon presentation by IPA, IPSC, or LADWP of an itemized statement of costs.

The undersigned, their guests or family members, who in any manner comes upon, enters, or makes use of the IPSC Community Center or property, or who in any manner accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever offered by IPSC, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, scheduled or sponsored by IPSC, shall do so at their own risk, and the undersigned shall hold IPA, IPSC, and LADWP, their directors, officers, employees, agents, and contractors harmless from any and all loss, accident, injury, damage, claims of liability, medical fees, or attorney's fees, sustained or incurred by him or her, their guests or family members for any act, future acts, omissions, or negligence of IPA, IPSC, LADWP, their directors, officers, employees, agents, and contractors.

**Inherent Risk of Injury**

I understand that there are risks while using the Community Center and agree and accept these inherent risks while in, around or using the facility, related grounds, apparatus, appliance, exercise equipment, recreational equipment and facilities, and I and my family or guests will use at our own risk. I have read, signed and agree to abide by the rules listed on the back of this form and any and all rules posted throughout the facility and grounds, posted now or in the future.

\*Rent is due on the first day each month, you will be allowed a 7 day grace period then charged \$10 per day late fee.\*

To be completed by parent(s), guardians(s), married persons, or persons 18 years old or older.

\_\_\_\_\_  
Undersigned    Print Name    Date

\_\_\_\_\_  
Undersigned    Print Name    Date

Cell Number \_\_\_\_\_

RV Spot # \_\_\_\_\_ Amt Due: \_\_\_\_\_ Pd \_\_\_\_\_ Check \_\_\_\_\_ Cash \_\_\_\_\_ Card

## RECREATIONAL VEHICLE LICENSE AGREEMENT

THIS RECREATIONAL VEHICLE LICENSE AGREEMENT (“Agreement”) is between C&L Shields, Inc. (“Site Manager”) and \_\_\_\_\_ (“Licensee”).

Site License Information	
RV Site No.	
Site License Start Date:	
Security and Damage Deposit:	
Monthly License Fee:	\$600
Reservation Fee:	\$100
Reservation Expiration Date:	
Licensee Information	
Full Name:	
Home Address:	
Telephone:	
Email:	
RV Make and Model:	
RV License Plate (State/No.):	

**This is a binding contract between the Site Manager and the Licensee, in which the Site Manager grants Licensee a license to use the RV Site listed above, subject to the terms and conditions of this Agreement. Licensee understands that this Agreement allows the Site Manager to revoke the license.**

**The following are expressly incorporated into this Agreement as if fully set forth herein: (i) the General Conditions attached hereto as Exhibit A, and (ii) the Site Manager’s Rules and Policies, available at [www.ipsc.com](http://www.ipsc.com).**

This Agreement may be executed in any number of counterparts, and will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party’s signature. Each individual is signing this Agreement on the date stated opposite that individual’s signature.

**SITE MANAGER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE**

Signature: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A General Conditions

### 1. License.

(a) Upon the terms set forth herein, Site Manager hereby grants to Licensee a temporary non-exclusive revocable license (the "**License**") to enter upon and place recreational vehicles on the license area ("**License Area**") in designated spaces as approved by Site Manager. Licensee shall not level, excavate, remove and/or fill any portion of the License Area. Licensee shall not use the License Area for any purpose other than that set forth herein. Site Manager reserves all rights to direct and designate the placement of recreational vehicles within the License Area.

(b) Site Manager shall provide electrical, water, and sewage hookups at no additional cost to Licensee.

(c) Licensee shall not permit more than 4 adults, and 6 children under the age of 18, to occupy the recreational vehicle permitted within the License Area in accordance with this Agreement.

(d) Pets are allowed according to Site Manager's Rules and Policies.

(e) Recreational vehicles must contain toilet, hand-washing and shower or bathing facilities. "Dependent recreational vehicles," as defined under Utah Admin. Code § 392-301-3(3), are prohibited.

### 2. License Fee.

(a) Licensee shall pay without notice or demand and without any deduction or offset whatsoever to Site Manager a monthly nonrefundable license fee (the "**License Fee**") in the amount set forth on the cover page to this Agreement. The License Fee shall commence on the Start Date indicated on the cover page to this Agreement, and continue on the first day of each month during the Term (defined below). If any installment of the License Fee or any other sums due from Licensee shall not be received by Site Manager when due, Licensee shall pay to Site Manager a late charge equal to ten percent (10%) of such overdue amount as a fair and reasonable estimate of the costs Site Manager will incur by reason of late payment by Licensee. Acceptance of such late charges by Site Manager shall in no event constitute a waiver of Licensee's default with respect to such overdue amount or prevent Site Manager from exercising any of the other rights and remedies granted hereunder.

(b) Licensee may reserve a dedicated space through the Reservation Expiration Date by paying the Reservation Fee. The Reservation fee is nonrefundable and Licensee will forfeit a reserved space unless the applicable Monthly License Fee is paid upon the Reservation Expiration Date.

(c) Upon the date of this Agreement, Licensee shall pay without any deduction or offset whatsoever, to Site Manager, a Security and Damage Deposit in the amount set forth on the cover page to this Agreement. Once Licensee has vacated the License Area and Site Manager has inspected those portions of the License Area occupied or used by Licensee, Site Manager shall refund to Licensee such amounts of the Security and Damage Deposit not applied toward any default, damages, or loss of any kind related to Licensee's use of the License Area.

3. Term. Subject to the terms and conditions of this Agreement, the term ("**Term**") of the License shall be month-to-month and Site Manager shall have the right in its sole discretion to terminate the License upon five (5) days written notice to Licensee. Upon termination, Licensee shall be responsible to pay the License Fee in full for any full month of use or to make a pro rata payment for any partial month in the term. The License shall automatically terminate upon the expiration or earlier termination of Site Manager's interest in the License Area.

4. Site Maintenance. Site Manager shall maintain the common areas around the License Area in a safe, clean, good and orderly condition. Licensee shall remove daily any of Licensee's trash, scrap and debris. Licensee shall also keep walkways and driveways within the License Area free and clear of obstructions and shall not obstruct or interfere with Site Manager's use of the License Area. Licensee shall not store non-operating vehicles or any machinery within the License Area. Licensee shall not perform automotive maintenance without written permission from Site Manager. Licensee shall not dump any trash, scrap, debris or other items on the License Area except within designated and appropriate disposal facilities.

5. Environmental. Licensee covenants that neither Licensee nor anyone acting by, through, or under Licensee, will, through its acts or omissions, cause or permit any hazardous substances to be placed, held, located, released or disposed of on, under or at the License Area.

6. Special Conditions. Any portion of the License Area disturbed by Licensee's activities will be promptly restored by Licensee at its sole cost and expense to substantially the same condition that existed prior to Licensee's use and to the reasonable satisfaction of Site Manager. Licensee shall not permit or suffer to be permitted any nuisance (including unusual noises and obnoxious odors) or waste upon the License Area. Licensee shall not install any fencing or signs (which term shall include, without limitation, box signs, lettered signs, sign panels or banners).

7. Release and Indemnification.

(a) Except for risk arising from the gross negligence or willful misconduct of Site Manager, Licensee hereby assumes on behalf of itself and its employees and contractors all risks associated with the License Area. Licensee, for itself and all contractors, and all of Licensee's employees, agents, guests, and invitees, agrees that Licensee and the Licensee Parties will be entering onto and using the License Area "AS IS", "WHERE IS" "WITH ALL FAULTS." Site Manager provides no representations or warranties regarding the condition of the License Area, including without limitation, warranties regarding the fitness for use by Licensee, or the condition and suitability for use by Licensee. Licensee acknowledges that the License Area contains known hazards, including, but not limited to, storm water retention, wildlife, and the operation of large vehicles. Licensee is solely responsible for risks associated with the License Area and remains wholly liable for all minors, invitees and guests of Licensee within the License Area.

(b) Licensee hereby waives any and all claims against and covenants not to sue Site Manager, Intermountain Power Agency, its Project Manager and Operating Agent, and Intermountain Power Service Corporation, based on death, bodily injury or property damage incurred by Licensee arising from access to and/or use of the License Area, except for claims arising from the gross negligence of Site Manager. Licensee further agrees to indemnify, defend and hold Site Manager and its affiliates and its and their respective managers, members, directors, officers, employees,

representatives and agents (each an "Indemnified Party") harmless from and against any and all loss, cost, expense, liability, damage, fine or other claim (including attorneys' fees and related costs), by reason of liability imposed or claimed to be imposed upon an Indemnified Party arising out of or in any manner connected with Licensee's entry and use of the License Area, including without limitation liability and claims for damage because of (i) bodily injury and death to any person, including without limitation the representatives and invitees of Licensee and its contractors; (ii) damage to property sustained by any person, including the representatives and invitees of Licensee and its contractors; (iii) the breach or default by Licensee of any term or condition of this Agreement; (iv) claims by third parties having an interest in the License Area; and (v) damages, costs or claims arising from or related to actual or alleged environmental contamination or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling, except for claims or damages caused by the gross negligence of an Indemnified Party. Licensee shall not have any obligation to indemnify Site Manager for any Loss arising from the gross negligence of Site Manager.

(c) This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Insurance. Licensee shall maintain liability insurance coverage for Licensee's recreational vehicle, as required by Utah law.

9. Compliance with Laws; No Liens. Licensee shall comply with and shall cause its agents and invitees to comply with all applicable rules, laws, statutes and regulations of all applicable governmental authorities and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with any activity or work under this Agreement. Licensee shall at all times keep the License Area free from liens arising on account of or resulting from any act by or on behalf of Licensee. In the event any mechanics' lien or similar lien is recorded against the License Area on account of any act by or on behalf of Licensee, Licensee shall within thirty (30) days cause such lien to be removed from the License Area. Licensee shall indemnify, defend and hold Site Manager harmless from any and all loss, damage, liability or claim arising out of Licensee's failure to comply with applicable law and/or any liens. The obligations of Licensee under this Section shall survive the expiration or early termination of this Agreement.

10. Compliance with Rules. Licensee and Licensee's invitees shall comply with all rules and regulations provided to Licensee, including, but not limited to the Site Manager's Rules and Policies, available at www.ipsc.com. Licensee acknowledges that Site Manager's Rules and Policies may be provided with this Agreement for convenience and Site Manager expressly reserves the right to amend or modify any rule or policy without notice or obligation otherwise to Licensee. Licensee accepts all responsibility to remain informed of current rules and policies related to use of the License Area. Notwithstanding any provisions or notice requirements herein, Site Manager may, in its sole discretion, terminate this Agreement upon Licensee's violation of any of Site Manager's Rules and Policies. Licensee shall immediately vacate the License Area in the event Site Manager terminates this Agreement for Licensee's violation of Site Manager's Rules and Policies.

11. Assignment and Sublicense. Licensee shall not assign or otherwise transfer this Agreement or sublicense access to the License Area in whole or in part.

12. Default: Remedies. The parties hereto agree that this Agreement is a binding legal contract. Licensee further agrees that, Licensee's failure to comply with the terms hereof will result in not only monetary damages to Site Manager, but also irreparable injury for which monetary damages alone may not be an adequate remedy. Therefore, Licensee agrees that, in the event of a breach or threatened breach of this Agreement by Licensee, Site Manager shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In the event Licensee fails to cure a default under this Agreement within five (5) days of written notice, Site Manager shall have the right to immediately terminate this Agreement.

13. Notices. All notices hereunder must be in writing and shall be delivered by (a) U.S. Mail with all necessary postage and charges prepaid, (b) personal delivery, or (c) reputable overnight express courier, in any event shall be addressed as follows:

If to Site Manager:

\_\_\_\_\_ IPP RV Park

646 W Brush Wellman Rd  
Delta, UT 84624

Email: [Iprrvpark@gmail.com](mailto:Iprrvpark@gmail.com)

If to Licensee: Invoices & Legal Notices to:

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and upon two calendar day following dispatch, if sent by U.S. postal service in accordance with the above.

14. Reservation by Site Manager. Site Manager, at all times, reserves to itself, its affiliates and respective employees, contractors and agents, the right to enter upon, use and develop the License Area, or any portion thereof, for any purposes. In such event, Licensee shall accommodate and not interfere in any way with Site Manager's activities on the License Area. Licensee hereby waives any claims, damages or injury (including damage to its business operations) Licensee may have against Site Manager, Intermountain Power Agency, its Project Manager and Operating Agent, and Intermountain Power Service Corporation, arising out of the activities and/or use of the License Area by Site Manager and its affiliates and respective employees, contractors and agents pursuant to this Section.

15. Surrender. Upon the expiration or earlier termination of the Term, Licensee agrees to peaceably and promptly surrender possession of the License Area to Site Manager in as good condition as existed at the commencement of the Term, subject to reasonable wear and tear. Upon the expiration or earlier termination of the Term, Licensee shall immediately remove all property of Licensee from the License Area and Licensee shall promptly repair any damage caused by removal of such items. Notwithstanding the foregoing, any equipment, machinery, supplies, vehicles, trailers and personal property remaining on the License Area upon the

expiration or earlier termination of this Agreement shall, at Site Manager's option, (a) become the property of Site Manager for Site Manager to use or dispose of as Site Manager deems appropriate, or (b) be removed from the License Area and disposed of or stored on behalf of Licensee and any costs and expenses incurred by Site Manager (including attorneys' fees and costs) in connection therewith shall be immediately reimbursed by Licensee.

16. Waivers: No Holdover. To the fullest extent permitted by law, Licensee hereby waives (a) any notice that would otherwise be provided by law with respect to a tenancy agreement, (b) any and all rights to ownership of the License Area, and (c) any right to use the License Area after expiration of the Term. Licensee has no right to possess, enter and/or use the License Area or any part thereof after the expiration or termination of this Agreement. In the event Licensee holds over following the expiration or termination of this Agreement, Licensee shall pay to Site Manager a monthly sum equal to (a) \_\_\_\_ dollars (\$\_\_\_), and (b) such other charges as are payable hereunder, in immediately available funds (i.e., cashier's check or money order), without notice or demand and without any deduction or offset whatsoever. In no event shall such holding over be deemed to create an amended or restated license, nor shall either Site Manager or Licensee have the right to create such an additional license.

17. No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity other than each other.

18. Not a Tenancy; No Partnership. This Agreement creates a relationship between a Site Manager and licensee and does not constitute an agreement between a landlord and tenant. The rights of Licensee created by this License constitute a license and do not create any real property interest. Neither party shall record this License nor any notice of it in any public records. This Agreement in no way creates any type of agency relationship, joint venture, or partnership among Site Manager and Licensee.

19. Costs and Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party, if any, in such action shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees

that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

20. No Personal Liability. In no event shall Site Manager be liable to Licensee for any special, incidental, punitive, or consequential damages, arising out of or related to this Agreement or any breach hereof or in connection with Licensee's activities hereunder. Site Manager's members, managers, partners, shareholders, officers, employees and agents shall have not any personal liability under this Agreement.

21. Authorization. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

22. Applicable Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Utah.

23. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto and supersedes any prior understanding, representation, or agreement of the parties with respect to the subject matter hereof. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto. If any provision of this Agreement is adjudged to be invalid or unenforceable with respect to any party, the remainder of this Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

24. No Waiver. Failure of Site Manager to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.