

1. Tarifa de alquiler: \$ 600 / mes + \$ 3.50 tarifa de reserva + tarifa de procesamiento CC. No hay tarifa de CC si paga en efectivo o con cheque

2. REGLAS DEL SITIO

- Observe y obedezca todos los letreros publicados en todo el parque de casas rodantes y la propiedad adyacente.
- Respete la privacidad de los huéspedes y no camine por los sitios ocupados.
- Todas las conexiones de eliminación de desechos deben estar selladas con todas las mangueras y conexiones libres de fugas.
- Mantenga el área de su campamento limpia y organizada.
- SOLO un RV/Camper por sitio. No se permiten casas rodantes ni tiendas de campaña dependientes.
- No se permiten vehículos recreativos caseros ni autobuses escolares adaptados Los
- ejes traseros no pueden estar más atrás que la caja eléctrica
- SOLO 2 automóviles por sitio. Todos los vehículos deben caber en el sitio de RV.
- Máximo de 6 personas por sitio.
- No se permiten vehículos motorizados, vehículos recreativos en el césped.
- Los huéspedes aceptan que el mantenimiento de las áreas con césped puede estar operando aproximadamente a las 6 a. m. o antes
- AVISO DE CALENTADOR DE INVIERNO: durante los meses de invierno se permite UN calentador de radiador lleno de aceite en su RV para que funcione junto con su horno. TODOS los demás circuladores eléctricos o de aire forzado están PROHIBIDOS. Se recomienda encarecidamente utilizar propano como fuente de calor principal.
- DEBE tener una manguera de agua CALENTADA. Se recomienda que aplique cinta térmica a la tubería de alcantarillado y a la conexión de alcantarillado del tren de rodaje. El parque de casas rodantes SE CONGELARÁ durante el invierno.

3. POLÍTICA DEL VEHÍCULO

- La administración no es responsable por daños, lesiones o pérdidas a personas o bienes. El propietario/gerencia se absuelve de toda obligación y responsabilidad relacionada con pérdidas por incendio, robo, clima, casos fortuitos, daños a la propiedad, accidentes o cualquier otra causa, y

- el huésped acepta salvar, proteger y eximir de toda responsabilidad a esta instalación de todo tipo de daños. responsabilidad.
- Los automóviles y vehículos recreativos deben estacionarse en las áreas de estacionamiento designadas. Se permiten DOS (2) vehículos motorizados o DOS (2) motocicletas por sitio; el (los) vehículo(s) no puede(n) infringir en sitios adyacentes o áreas de césped.
 - Los vehículos recreativos, automóviles y motocicletas deben estar actualmente registrados, en buen estado de funcionamiento y operados por un conductor con licencia. Problemas tales como llantas pinchadas, batería descargada, fugas, ventanas rotas o que se considere que están en malas condiciones generales, incluido el exterior, no se pueden estacionar en el parque de casas rodantes.
 - Se prohíben todas las reparaciones, el mantenimiento (p. ej., cambios de aceite, lubricantes, etc.) y el lavado de vehículos recreativos.
 - Se deben obedecer todas las señales de tráfico publicadas, y el límite de velocidad publicado es de 10 mph y se aplica estrictamente.
 - No se pueden estacionar remolques de botes, servicios públicos, de almacenamiento o de automóviles en el parque de casas rodantes sin aprobación. Los vehículos que violen estas reglas serán remolcados a expensas de los propietarios.
 - Los ATV, Side-by-Side y Minibikes tienen prohibido operar en la propiedad.

4. RESPONSABILIDAD DEL HUÉSPED

- Cualquier huésped que destruya o dañe el parque o la propiedad de otro huésped deberá hacer una restitución. Si su RV tiene un problema eléctrico que crea un problema con el parque eléctrico y se debe llamar a un electricista de IPP, usted será responsable del costo de la llamada de servicio del electricista y los daños.
- El parque de casas rodantes proporcionará conexiones de servicios públicos en el sitio para el servicio de alcantarillado, agua y electricidad. Los huéspedes no deberán realizar ninguna alteración en las conexiones de electricidad, agua o alcantarillado proporcionadas por el parque de casas rodantes.
- La responsabilidad del Parque de casas rodantes se extenderá solo al punto de conexión y el Parque de casas rodantes no tendrá ninguna responsabilidad por la condición o el funcionamiento de las tuberías, conductos o cables desde dicho punto de conexión al RV del huésped. Las aguas residuales deben eliminarse adecuadamente; sin tirar al suelo. Utilice la conexión de alcantarillado adecuada.

- El RV Park se reserva el derecho de desconectar los servicios públicos para que se puedan realizar reparaciones, modificaciones o adiciones. Los invitados serán notificados, cuando sea posible, de cualquier cierre planificado del sistema de servicios públicos.
- El parque de casas rodantes no será responsable de ninguna pérdida sufrida por ningún huésped debido a cierres planificados o de emergencia.

5. CÓDIGO DE CONDUCTA Y POLÍTICAS

- Como nuestros invitados, observen las siguientes reglas y, lo que es más importante, recordemos la regla de oro: "Trata a los demás como te gustaría que te hicieran a ti".
- Se permite fumar (aplicación estricta) solo en sitios individuales. No fumar en ninguna de las áreas comunes.
- Todos los invitados deben ser corteses con los demás invitados; asegurando que los niveles de ruido sean aceptables incluso durante el día. La música alta no está permitida en ningún momento. Los propietarios de vehículos recreativos serán responsables de la conducta de sus familiares, invitados y/o visitantes mientras se encuentren en el parque de vehículos recreativos. Los propietarios de RV, los miembros de su familia, invitados o visitantes que generen un disturbio o se comporten de una manera que constituya una amenaza o una molestia sustancial para otros huéspedes del RV Resort no podrán permanecer en la propiedad.
- El tiempo de silencio es de 10:00 p. m. a 6:00 a. m. de domingo a jueves 11:00 p. m. a 6:00 a viernes a sábado
- No se pueden usar generadores en el parque de casas rodantes sin la aprobación de la administración.
- Coloque la basura en bolsas de plástico y deséchela en los contenedores de basura proporcionados por el parque de casas rodantes y no arroje basura personal en los baños, la lavandería, la casa club u otros botes de basura de las instalaciones.
- No tire nada en los inodoros que no sea el papel higiénico que se proporciona.
- Mantenga las puertas del edificio cerradas.
- No manipule los sistemas de paisajismo, electricidad o plomería.
- Por favor, no persigas ni acosas a ninguno de los animales salvajes.
- No se permite solicitar, vender, merodear, traspasar o comerciar en el parque.
- No se tolerará ninguna actividad criminal o relacionada con las drogas en o cerca del Parque.

6. REGLAS PARA MASCOTAS

- Las mascotas son bienvenidas y deben mantenerse con correa o confinadas en el sitio del propietario del RV en todo momento. (Esta es una ley estatal).
- Todos los desechos de mascotas deben limpiarse tan pronto como se depositen, incluido el sitio del propietario del RV. Este es un problema de salud y, si no cumple, se le pedirá que desaloje el parque.
- Si su mascota muestra un comportamiento agresivo, se le pedirá que retire al animal del parque.
- Las mascotas deben estar con correa (máximo 12') o en una perrera temporal cuando estén fuera de los vehículos recreativos.
- Las mascotas deben estar acompañadas por un adulto cuando estén fuera del RV. No se debe dejar ningún animal fuera del RV cuando el dueño del RV no esté en el sitio.
- Los animales de servicio de cualquier raza son bienvenidos; sin embargo, estos animales no pueden exhibir un comportamiento agresivo.
- No se permitirá que los perros agresivos o que ladran permanezcan en el parque de casas rodantes.
- El dueño de la mascota es el único responsable de cualquier daño causado a personas o cosas por la mascota.
- Solo se permiten mascotas que pertenezcan a huéspedes de vehículos recreativos registrados en la propiedad.
- Los animales silvestres/de granja no se consideran mascotas y no están permitidos.

7. SEGURIDAD CONTRA INCENDIOS

- La seguridad contra incendios es de suma importancia en el RV Park. No se permiten fogatas en el parque de casas rodantes. Un extintor de incendios debe estar disponible en el RV.
- Permitido: Gas LP para barbacoas, fogatas (contenidas con malla) o calentadores. Cuando no esté en uso, dicho equipo debe volver a almacenarse.
- Prohibido: Equipo de llama abierta (no permitido)
- Todas las señales publicadas con respecto a la salud, la seguridad, las ordenanzas y la ley deben observarse y aplicarse estrictamente.
- Todas las leyes y ordenanzas públicas deberán ser obedecidas dentro del RV Park. El propietario del RV notificará a la gerencia si es necesario.

8. DAÑOS

- El Huésped es responsable de todo daño o destrucción de la propiedad, y cualquier lesión a las personas, causada por el huésped o su familia, visitante o mascotas.
- El parque de casas rodantes se reserva el derecho de cobrar a los huéspedes en consecuencia por cualquier daño que causen a los terrenos y/o las instalaciones del Resort, incluidos, entre otros, líneas de agua rotas, conexiones de alcantarillado dañadas o faltantes, líneas de cable, jardines y desechos excesivos (tapas de botellas, bridas, colillas, etc.)

9. Seguridad

- Esta instalación será patrullada de forma rutinaria por nuestro contratista de seguridad y los diputados del alguacil del condado de Millard para la seguridad de nuestros invitados.

10. Información de contacto

- de 7:00
- oficina
- Horario
 - oficina
 - a

11. de

- .
 - FedEx/UPS entregará a su número de sitio.
 - Si desea recibir la entrega de USPS, acérquese a la oficina y se le asignará un número de apartado.
 - A continuación se muestra la dirección física que se debe usar cuando se envían artículos.

Nombre
 IPP RV Park
 646 W Brush Wellman Rd Sitio #
 Mail Box #
 Delta, UT 84624

Reconozco que he leído y entiendo las Reglas del parque de casas rodantes.

Firma

Fecha

FORMULARIO DE RESERVACIÓN DEL SITIO PARA RV [IPSC RV PARK] [Delta, UT]

DETALLES DE LA RESERVA

Apellido (Sr./Sra./Señorita): Nombre:

Fecha de llegada: Fecha

salida:

DETALLES DEL HUÉSPED

Nombre de la empresa:

Supervisor en el lugar:

Tipo de vehículo es decir, RV, Camión,	estatal	Número de licencia

FORMULARIO DE CONTACTO DE EMERGENCIA DE PARQUE DE

Nombre _____

° de sitio de RV _____

Información de contacto personal:

casa _____

Ciudad, estado, código postal _____

° de celular _____

Información de contacto de emergencia:

(1) Nombre _____ Relación _____

_____ Dirección _____

Ciudad, estado, código postal _____

N.° de celular _____

(2) Nombre _____ Relación _____

_____ Dirección _____

Ciudad, Estado, Código postal _____

Número de celular _____

Información de contacto médico:

Nombre del médico _____ N.° de teléfono _____

Nombre del dentista _____ N.° de teléfono _____

- He proporcionado voluntariamente la información de contacto anterior y autorizo a C&L Shields Inc y/o IPSC y sus representantes a comunicarse con cualquiera de los anteriores en mi nombre en caso de una emergencia.

Firma _____ Fecha _____



SERVICIO DE CORREO DE MANCAMP

[IPP RV PARK]

Estaremos aceptando paquetes en la recepción, donde puede venir a recogerlos. Pero, si desea recibir correo en el Centro Comunitario (que no sean paquetes), podemos asignarle un buzón y una clave.

¿Quiere que le asignemos una caja y una llave? Sí _____ No _____

En caso afirmativo, indique los nombres de quiénes estarán en el correo (yo, cónyuge, etc.), junto con el número de su sitio.

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 number	
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.

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: Ipprvpark@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.