



UTAH CAMPING COMPANY

TRAILER & CANVAS TENT

RENTAL AGREEMENT TERMS & CONDITIONS

This UTAH CAMPING COMPANY RENTAL AGREEMENT (hereinafter referred to as "Agreement" is entered into by and between UTAH CAMPING COMPANY, a Utah Corporation (hereinafter referred to as "UCC", "we", "us", "our"), and "CUSTOMER" (also referred to as "you", "your") (the "Parties") for the primary purpose of renting products, trailers, tents, or other equipment for your use from UCC including the delivery, setup, and haul away of said products. The parties mutually agree as follows:

1. DEFINITIONS:

- a. "CUSTOMER" includes but is not limited to all persons or entities who agree, electronically, or by other means to this Agreement, through electronic check box, credit card authorizations, or other signatures or acknowledgements obtained by UCC which illustrates an acknowledgement or agreement to the terms and conditions as stated in the Agreement.
- b. "DAMAGES" Includes but is not limited to all issues or circumstances as stated in this Agreement as stated below.
- c. "MAJOR HOLIDAY" includes the following holidays and five (5) days before and five (5) days after the date on which the holiday falls upon (For example, the Christmas Day (Dec. 25) holiday period would be from Dec. 20 – Dec. 30): New Year's Day, Memorial Day, Independence Day, Utah Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day.

2. INTEGRATION:

- a. Your agreement with us includes this Agreement and the Privacy Policy which is incorporated herein by reference. It is available on our company website at <https://utahcampingco.com/privacy-policy/>.

3. RESERVATIONS, PAYMENTS, and DEPOSITS:

- a. There is a two (2) night minimum rental period for all trailer and canvas tent delivery reservations within 200 miles of Cottonwood Heights, Utah. There is a three (3) night minimum rental period for all trailer and canvas tent delivery reservations outside 200 miles of Cottonwood Heights, Utah. Major holidays may require a three (3) night rental minimum. Maximum rental time is 14 days but can

vary depending on the location and availability of the campground. We reserve the right to restrict the amount of rental days based on availability of our trailers and the delivery location.

- b.** Campsite delivery reservation requests (also referred to as "booking") may be made up to 12 months in advance. A four (4) night advanced booking notice is required and same-day reservations cannot be accepted without our approval. We will use all reasonable efforts to accommodate you or your party. Reservations for campsite delivery of trailers and canvas tents can be requested online or over the phone or through email. Once we receive your reservation/booking request we will determine whether the date and equipment are available to fulfill your request. All reservations/bookings are subject to UCC approval.
- c.** In order to reserve your booking, a deposit of \$200.00 is required. The remaining balance is due 14 days prior to your rental start date. If you are making a reservation within 14 days prior to your rental start date then the payment is due in full. UCC is under no obligation to reserve or secure your reservation until this amount is paid in full.
- d.** Accepted forms of payment include most major credit and debit cards. Payments are securely processed using the merchant services provided by Stripe. We cannot accept checks.
- e.** You will also be required to pay a security/damage deposit (not included with the total amount due) in the amount of \$300.00. This amount will be authorized and pending only and released after the rental end date minus any fees for damage, loss, repair, or replacement as we may determine at our sole discretion. (See "Damages" below for all conditions). The security/damage deposit amount is not a limit of your liability for damages to our equipment.
- f.** If the total invoice is not paid in full 14 days prior to the rental start date UCC reserves the right to cancel the reservation without notice to you. In the event that UCC cancels the reservation, the Customer shall be responsible for all cancellation fees pursuant to this Agreement. (See "Cancellations" below for all conditions).
- g.** Any coupon codes and discounts must be applied during booking. UCC reserves the right to honor or refuse any coupon code or discount at any time for any reason. UCC will use all reasonable efforts to ensure that all active and legitimate coupon codes or discounts are honored.
- h.** Changes to your reservation dates may be accommodated if the dates requested and the equipment is available. All change requests are at our discretion but we will use all reasonable efforts to accommodate you. All requests for changes in your reservation must be made in writing (by email) or by phone no later than 14 days prior to your original rental start date. We reserve the right to deny any request. If changes are requested during the 48 hours prior to your rental start date, we reserve the right to deny your requests and all cancellation fees may apply pursuant to this Agreement at our discretion.

4. CANCELLATIONS:

- a.** You must immediately notify UCC staff to request a cancellation of your reservation by calling us at 1-385-367-CAMP(2267) or emailing info@utahcampingco.com. We understand that plans change and sometimes you may not be able to enjoy your reservation with us. We promise to do everything we can to accommodate your cancellation.
- b.** Cancellations for any reservation must be made at least 14 days prior to your rental start date. A full refund of any payments made, less a \$15.00 cancellation fee will be given. Any cancellation after this time period will result in a loss of your booking deposit. We reserve the right to waive this provision on a case-by-case basis and only by request.
- c.** If you fail to cancel your reservation within the time limits described herein, we may be able to apply the amounts lost toward a future rental. UCC and its management have the right and discretion to apply any or all lost payments toward a future rental on a case-by-case basis and only by request.
- d.** If you fail to notify us about your cancellation and delivery is made without you showing up or accepting any of UCC property, the full amount of your booking will be processed minus your security deposit.

5. DELIVERY AND PICK-UP:

- a.** There must be a designated adult over 25 years of age at the delivery address upon delivery. Unless other arrangements have been made with us, an inability to reach someone within a reasonable time of arriving at the address within the window of time you selected in the delivery and pick-up schedule form will be considered a last minute cancellation in which you will be charged 100% of the full rental cost.
- b.** Upon delivery, UCC will set up your rental equipment and all included accessories. UCC will guide you through the equipment and show you the proper and safe use of the rental equipment. It is your responsibility to know and understand how to use the equipment in a safe and proper manner. UCC is not responsible if you do not understand how to use the equipment or if you misuse the equipment and cause damage or injury.
- c.** Check-In and Check-Out time may vary depending on your specific campsite regulations. We require that you check-in for your stay with us 30 minutes post your campground check-in time and that you check-out 30 minutes prior to your campground check-out time. If your campground does not specify check-in and check-out times, those specific times will be told to you during your trip confirmation. You acknowledge that these times apply to your stay and you will honor these times. It shall be your responsibility to know and understand the check-in and check-out times for any location in which you are staying or camping. If you desire an early check-in or late check-out, you must contact that particular location where you are staying or camping and make arrangements with that

entity; we cannot do this for you. UCC will typically arrive thirty minutes prior to the check-out time of location in order to prepare for pick-up. UCC will use its best efforts to coordinate with you all arrival and departure times.

- d. Any personal property left behind will be available for pickup at our agency or upon request will be mailed to the customer at their expense. Items will be kept for a maximum of 60 days before being donated.
- e. If you rented a trailer, you are responsible for the keys. If a key is lost, or you are locked out of your trailer, we must be notified immediately. A \$25.00 fee will be taken from your security deposit to compensate for UCC replacing the key. If UCC has to come to the site to get you into your trailer, a \$25.00 fee will be assessed along with a mileage fee of .50 per mile. UCC reserves the right to charge for any damage made to the trailer lock in any attempt to enter the trailer.

6. LOCATION, AREA, OR CAMPGROUND RULES/RESERVATIONS:

- a. You shall abide by all rules, regulations, state laws, federal laws, and any ordinance or regulation (local or private) that may be applicable to the location, area, or campground that you are staying or camping. We are not responsible for educating you or informing you about these rules, laws, ordinances, or regulations. Please govern yourself accordingly.
- b. You are responsible for all campground reservations or permits (or other location/area where UCC property is being delivered). UCC is not responsible for and may be restricted from obtaining any reservation or permit for any customer. All campground reservations or permits must be acquired by you prior to your rental start date and made through the agency related to the campground/location. All fees for campground/location reservations/permits are in addition to the fees or rental prices under this Agreement or that UCC charges for its services and gear. No refunds will be given for you not properly obtaining the correct reservations or permits and all cancellation fees shall apply.

7. PETS:

- a. We love pets as much as you do and have no problem allowing your pets.
- b. There is a maximum of three (3) pets per trailer or per tent. We ask that you consider your pets' size(s) and the size of your trailer or tent prior to bringing them along.
- c. It is your responsibility to check and determine if pets are allowed at your given delivery location or camping area. If pets are not allowed at the location or campsite and you bring them, we reserve the right to terminate your rental and apply any and all cancellation fees applicable.
- d. **YOU SHALL NOT** leave pets unattended in the trailers, tents, cars, or the campsite, area, or location you are staying. Temperatures can rise quickly in trailers, tents, and vehicles resulting in serious harm or death to your pet. Pets shall not be left alone at the location or campsite even if they are tied up or kenneled.

- e. It is your responsibility to know the pet regulations of the location, campground, or areas you are going to and abide by them. You are responsible to clean up after your pets, including but not limited to any urine, feces, or other waste your pet creates or causes both inside and outside of our equipment. All waste shall be disposed of properly and shall not be dumped in any trailer toilet. We are not responsible for your pets or any damage, injury, or problems they may cause with our equipment, our staff, location, or 3rd party property and you shall hold us harmless and indemnify us from any liability therefrom.
- f. If any UCC property is damaged by your pet (i.e. scratches on the doors, broken screens, or urine, etc.) we reserve the right to deduct any damage amount from your security deposit as we determine in our discretion. Also, keep in mind that your security deposit amount is not the limit of your liability.
- g. You acknowledge that possibly all of our equipment or trailers may have had a pet/animal in or around it at some time in the past. If you have any type of pet allergies or other issues, please contact us and we will do our best to accommodate you so that you do not experience an allergy or irritation. However, we cannot and do not guarantee or warranty that any of our trailers or equipment are free of pet hair, dander, or other animal allergens or the like and you shall hold us harmless from any issue, injury, or allergies you or your guests may experience.

8. OTHER FEES:

- a. Utah State Taxes in the amount of 7.25% will be assessed on all rentals.
- b. As stated, you are responsible for all campground/area reservations or permits that are applicable.

9. DAMAGES:

- a. In the event that the security/damage deposit as stated above does not cover the full amount of damages you shall be liable for the deficiency and shall pay that amount immediately upon request. The security/damage deposit is not a limit to your liability. UCC may be able to offer you additional renter insurance, please inquire prior to your rental start date.
- b. The customer shall notify UCC staff if there is anything apparently missing from their rental package or if anything is damaged upon their arrival. A checklist of all items included in your rental will be made available to you after your rental purchase. Use this list to ensure no items were missing or stolen from your campground prior to your arrival.
- c. If any damages are made to any UCC property the total amount to repair the damages or replace the items will be taken from the security deposit. The security deposit is not a limit of your liability in case of damage, repair, or replacement.
- d. You authorize and acknowledge that we may directly charge your credit card on file for any repairs, replacement costs, or damages beyond the security deposit pursuant to this agreement, if applicable.

- e. Any normal wear and tear from appropriate use will not cause a loss in security deposit and is expected.
- f. Damage includes but is not limited to: Any missing items, water damage from leaving windows open while raining, water damage from any sink or tub filled too full, damage to the floors or walls, damage to any equipment, appliance or fixture, fire damage, excessive campfire smoke damage, evidence of smoking in the trailers or tents, tears or holes in the canvas or nylon tents, or dents to the outside of the trailers. Pet urine, feces, or other damages or scratches. This list is not an exhaustive list of possible damages and UCC in its sole discretion shall determine if any particular damage has occurred.
- g. Smoking is strictly prohibited inside the trailers and tents. Any evidence of smoking will result in a complete forfeiture of your security deposit.
- h. Cleaning fees are not assessed unless the trailer, tent, or campground is left in an exceedingly poor state, which we shall determine at our discretion. In the event that we deem it necessary to assess a cleaning fee, \$150.00 will be taken from the security deposit.
- i. The damages and refund amounts listed herein, shall not be considered a liquidated damage. The parties acknowledge that these amounts are not disproportionate to the possible compensatory damages UCC may incur nor do they constitute a forfeiture. Specifically, the parties acknowledge that these amounts bear a reasonable relationship to the actual damage UCC would incur which is related to the labor, costs, equipment, and preparation for any particular rental.

10. REFUNDS:

- a. UCC shall have the sole discretion to issue any refund and all cancellation policies stated herein shall apply.
- b. Refunds are not issued for unused rental days or early checkouts.
- c. UCC reserves the right to change a delivery location if impending severe weather will prevent the safe delivery of our equipment. If we cannot accommodate you in another campground near the one of your choosing because of severe weather, we will issue a full refund or apply your payments to a future date. Again, this is at UCC's discretion.
- d. If you are unable to make it to your campground due to weather conditions, UCC must be notified immediately and we reserve the right to decide whether a full partial or any refund will be made. Again, this is at UCC's discretion.
- e. If the campground or area suffers a mandatory evacuation due to weather, fire, natural disaster, act of God, war, campground closure or other mandatory evacuations which would require us to remove the equipment immediately from the campsite we are not responsible for any damages or relocation costs that you may incur. We will issue a refund of any days not used and any appropriate security deposit funds not held because of an evacuation. Again, this is at UCC's discretion.

- f. Renters are advised to purchase a third party insurance (trip cancellation or interruption insurance) that would cover you in case of a natural disaster or something preventing you from making it to your rental.
- g. In order to ensure the safety of every guest, we reserve the right to evacuate you from our equipment at any time.

11. SHOP ITEMS & ADDONS FOR PURCHASE:

- a. All items for purchase are sold as is and no warranty of any particular purpose or merchantability shall be granted and as further stated herein and incorporated herein by reference.
- b. All sales and purchases are final. We reserve the right to refund or exchange any sale or purchase for any shop item in our sole discretion.

12. YOUR RESPONSIBILITIES:

- a. You acknowledge that we do not and are not responsible for the storage, transport or use of firearms during transport and delivery of our gear and equipment.
- b. You will comply with all Utah state and local laws while renting with UCC.
- c. You will comply with proper storage and use of food and garbage. Food, garbage, and edible products (deodorant, toothpaste, etc.) must NOT be left outside unattended as this may attract and pose a threat to wildlife. All food, garbage, and edible products must be stored in cars, trailers, or appropriate bear boxes, or appropriately hung in trees.
- d. You are responsible for any damages to the trailers, tents, or gear made by wildlife if appropriate precautions and actions were not taken.
- e. You must be aware, do research, and ask questions about where you will be camping. If you are in bear country, near wildlife study areas, or near sensitive or historical sites, the proper actions and precautions must be taken. UCC is not responsible for your actions during your rental.
- f. We solely drop off and set up the proper equipment to areas deemed appropriate for trailer or tent camping. We reserve the right to and will reject any reservation requests to camp outside of a designated camping site.
- g. The customer does not have the right to move any trailer from the original drop-off location. If, for any reason, you are requested to move by a campground host, BLM, Forest Service, National Park, State Park, or Local or State Official, UCC must be notified immediately.
- h. Any attempt to move a trailer or tamper with the hitch lock will result in the forfeiture of your security deposit and appropriate legal action may be taken.
- i. It is your responsibility to be aware of any campground fire restrictions. UCC is not responsible for any customer making a fire during restricted times and will not be liable for any fines assessed.

- j. Campfires must be isolated to designated fire rings and never built near UCC equipment. Fireworks are always strictly prohibited while using any UCC rented property regardless of location.
- k. Rooftop access on the trailers is strictly prohibited and will result in the forfeiture of your security deposit.
- l. Canvas tents are not to be moved. If the tent is moved from its original location a \$100.00 penalty will be assessed and subtracted from your security deposit.
- m. **YOU SHALL NOT** leave children unattended in the trailers, tents, or cars. Temperatures can rise quickly in trailers, tents, and vehicles resulting in serious harm to your child. Children are not to be left alone at your campsite.
- n. It is understood by the customer that while all appliances are appropriately maintained, we cannot control an appliance not working during your stay. You acknowledge and agree that you are using all equipment in an "AS IS" condition and UCC does not give any warranties expressed or implied of habitability, fitness for a particular purpose. Please notify our staff immediately if any appliance is not working and we will do our best to mitigate the situation.
- o. No alterations of any kind to UCC property shall be made.

13. GENERATORS & SOLAR PANELS:

- a. If you are supplied a generator with your trailer, you must follow the guidelines outlined in the generator use guide provided by UCC. You are not permitted to bring a personal generator for use with any UCC equipment. If it is found that a personal generator was used to power our equipment you will forfeit your security deposit.
- b. Your generator will be filled with gas and an extra full two (2) gallon gas can will be provided. Any use beyond that will be the customers responsibility to purchase on their own.
- c. Gas for the generator is to only be used in the generator. If it is found that you used gas to ignite your campfire your security deposit will be forfeited in full.
- d. Customers must be respectful of their surroundings when using the generators and adhere to any campground rules and restrictions about generator usage and appropriate usage hours. .
- e. Generators must be protected from the rain/snow/extreme heat. You must take the appropriate precautions to ensure the generator will be kept safe from the elements. Children and pets must be watched at all times so that they do not play near the generator when it is running.
- f. NEVER use a generator while it is raining.
- g. If you are supplied a solar panel with your rental, you must follow the instructions provided to you for proper usage.

14. EVENT RENTALS:

- a. If you are renting a trailer for an event, you must get written permission from the land or building owner where the trailer will be placed.

- b. It is strictly prohibited to move the trailer on your own. If it is requested by the property owner or if a trailer must be moved for safety reasons, UCC must be notified immediately. A fee will be deducted from your security deposit based on the delivery location to move any trailer after it has been placed.
- c. All previously stated policies and terms apply to all event rentals.

15. DISCLAIMERS, WAIVERS, RISKS:

- a. Utah Camping Company reserves the right to change prices, Terms & Conditions, and delivery areas without notice.
- b. UCC reserves the right to refuse service to anyone and will not be responsible for accidents or injury to its clients.
- c. You acknowledge that we are not a motor carrier nor is this a motor carrier transportation contract. We cannot transport any of your personal property
- d. You must be 25 years of age or older to rent UCC equipment, and you hereby acknowledge that you meet this requirement.
- e. You acknowledge that activities that require the use of equipment that UCC rents may be inherently dangerous and pose risks of significant bodily harm or death, or of property damage or theft.
- f. You acknowledge that you are renting or using all UCC equipment "AS IS."
- g. You acknowledge that UCC is not inducing you to participate in any particular activities or any activities at all.
- h. You acknowledge that UCC makes no representation that any activity that uses the equipment that UCC rents is safe or appropriate for your particular situation.
- i. You acknowledge that you will read all instructions for all UCC equipment, and you will also take any other reasonable steps to determine the proper use of any UCC equipment.
- j. You acknowledge that you will not use any UCC equipment in any way other than for its intended use. In any case, you will use your own judgment to determine whether it is safe to use or fail to use any of the equipment in any particular way for any particular situation.
- k. Assumption of the Risk. YOU EXPRESSLY ASSUME THE RISK OF ANY HARM THAT MAY ARISE DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE USE OF UCC EQUIPMENT, WHICH MAY INCLUDE BUT IS NOT LIMITED TO BODILY INJURY OR DEATH, THEFT, DAMAGE, DESTRUCTION OR OTHER LOSS WHATSOEVER OF PERSONAL BELONGINGS OR VALUABLES OF YOURS OR OTHERS.
- l. Release and Hold Harmless. YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS UCC INCLUDING ITS OFFICERS, AGENTS, EMPLOYEES, PERSONNEL, MANAGERS, DIRECTORS, INDEPENDENT CONTRACTORS, AFFILIATES, AND SUCCESSORS AND ASSIGNS FOR OR FROM ANY CLAIMS, LIABILITIES OR DEMANDS, INCLUDING COSTS SUCH AS ATTORNEYS FEES, RELATED TO ANY PROPERTY DAMAGE, HARM, INJURY OR LOSS, INCLUDING DEATH, WHICH YOU OR ANYONE ELSE MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF YOUR

RENTAL AND/OR USE OF THE EQUIPMENT, YOUR FAILURE TO USE ANY OF THE EQUIPMENT, OR YOUR ALLOWING OR FAILING TO ALLOW OTHERS TO USE ANY OF THE EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY. YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE UTAH DIVISION OF PARKS AND RECREATION FOR OR FROM ANY CLAIMS, LIABILITIES OR DEMANDS, INCLUDING COSTS SUCH AS ATTORNEYS FEES, RELATED TO ANY PROPERTY DAMAGE, HARM, INJURY OR LOSS, INCLUDING DEATH, WHICH YOU OR ANYONE ELSE MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF YOUR RENTAL AND/OR USE OF THE EQUIPMENT, YOUR FAILURE TO USE ANY OF THE EQUIPMENT, OR YOUR ALLOWING OR FAILING TO ALLOW OTHERS TO USE ANY OF THE EQUIPMENT.

- m. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND EQUIPMENT TO BE PURCHASED AND RENTED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

16. LIMITATION OF LIABILITY:

- a. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS THAT YOU ACKNOWLEDGE AND APPRECIATE RELATING TO THE RENTING AND USING OF UCC PROPERTY, YOU (INCLUDING YOUR FAMILY, YOUR CHILDREN, OR YOUR GUESTS), TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF UCC, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND AGENTS FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF UCC IT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS OR AGENTS SHALL NOT EXCEED \$500.00. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.
- b. LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES IN THIS AGREEMENT ARE UNDERSTANDINGS BETWEEN THE PARTIES AND SHALL APPLY TO ALL LEGAL THEORIES OF RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION,

PROVIDED THAT THESE LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT MAY BE FOUND BY A TRIER OF FACT TO HAVE BEEN CAUSED BY UCC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ALSO AGREE THAT YOU WILL NOT SEEK DAMAGES IN EXCESS OF THE CONTRACTUALLY AGREED-UPON LIMITATIONS DIRECTLY OR INDIRECTLY THROUGH SUITS AGAINST OTHER PARTIES WHO MAY JOIN UCC AS A THIRD-PARTY DEFENDANT. "PARTIES" MEANS YOU, YOUR FAMILY, YOUR CHILDREN, OR YOUR GUESTS AND UCC, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND AGENTS.

- 17. CHOICE OF LAW and DISPUTES:** This Agreement is construed in accordance with the laws of the State of Utah. The parties agree that any dispute or claim in law or equity arising out of or in connection with this Agreement or the services or equipment related thereto shall be subject to mediation as a condition precedent to litigation. The parties shall act in good faith to resolve their claims through mediation. The parties shall share the mediator's fees. Mediation shall be held in the State of Utah, Salt Lake County and invoked by written request sent to either party by certified mail and shall take place within 90 days of request or a time agreed by the parties. Agreements reached in mediation shall be reduced to writing and shall be enforceable in any court having jurisdiction. Parties agree that any court located in Salt Lake County, State of Utah, shall have exclusive jurisdiction to hear any action or proceeding arising out of or in connection with this Agreement or the services and equipment related thereto. Parties also agree that Salt Lake County, State of Utah is the appropriate forum and venue.
- 18. SEVERABILITY:** If a court invalidates a provision of this Agreement, that provision is ineffective only to the extent of the invalidity and the remaining provisions are fully effective.
- 19. CONTRACT MODIFICATION:** A modification of this Agreement is only effective if there is a written approval signed by the parties.
- 20. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between both parties. This Agreement supersedes any prior understanding.
- 21. ATTORNEYS' FEES COSTS:** If either party brings a legal action relating to this Agreement in any way, the prevailing party is entitled to receive from the losing party all attorney's fees, costs, expert witness fees, litigation expenses and expenses incurred by the prevailing party that relates to that particular legal action. This provision does not limit the court in any way to award other forms of relief.

I HAVE READ AND HEREBY AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE.