

SEVIER COUNTY STANDARD TERMS AND CONDITIONS

1. SCOPE:

These terms and conditions and the primary contract shall constitute a binding agreement on both parties (hereinafter the "Agreement"). These terms and conditions are incorporated into the primary contract.

2. ASSIGNMENT:

Neither this Agreement nor any of the duties, obligations or responsibilities therein may be assigned, transferred or delegated, in whole or in part, without the prior written approval of the other party(ies).

3. MODIFICATION:

This Agreement may not be supplemented, amended or modified except by the written mutual agreement of all parties.

4. INTEGRATION:

These terms and conditions, together with the primary contract, including all attachments, constitute the entire agreement of the parties. There are no other agreements, understandings, or promises that are not set forth within these documents. This Agreement cancels all prior negotiations and understandings, whether written or oral which are void, nullified and of no legal effect if they are not recited in this Agreement.

5. CHOICE OF LAW:

This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue of litigation arising from enforcement of this Agreement shall be in the State of Utah.

6. SEVERABILITY:

If any part of this Agreement is found to be unenforceable under applicable laws, such provision shall be inoperative, null and void, but the remainder of the Agreement shall remain in full force and effect.

7. TIME:

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance and the parties shall comply with these times.

8. WAIVER:

No waiver or failure to enforce shall be construed as a waiver of any provision, right or remedy under this Agreement.

9. FORCE MAJEURE:

No party shall be liable for delay or default caused by fire, war, natural disaster or act of God beyond that party's reasonable control.

10. NOTICES:

Any notice required by this Agreement shall be by personal delivery, facsimile, or mail to the address set forth in this Agreement, with proof of delivery. Any notice shall be effective only upon delivery. Any change of address shall be in writing and delivered as notice under this provision.

11. PUBLIC INFORMATION:

All documents concerning this Agreement shall be public documents subject to disclosure under Utah state law. All parties agree and grant express permission to allow required disclosures. This provision takes precedence over any requirements of confidentiality, proprietary rights, copyright or other laws.

12. TERMINATION AND DEFAULT:

Unless otherwise stated, this Agreement may be terminated by any party upon thirty days prior written notice, with or without cause. Either of the following events will constitute default: (a) Non-performance of any contractual requirements, or (B) Material breach of any term or condition of the contract. Defaulting party may be given but is not entitled to an opportunity to cure. The non-defaulting party may exercise any remedy provided by law including termination.

13. ENFORCEMENT:

In the event of any enforcement action related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, any judgment, and all costs whether suit is initiated or not.

14. INSURANCE:

Each party shall maintain, during the life of this Agreement, insurance coverage for comprehensive general liability, automobile, property damage, workers compensation and professional liability as applicable.

15. WARRANTIES.

Each party agrees to warrant and assume responsibility for all products or services supplied or provided by that party, including but not limited to warranties granted by the laws of the State of Utah. Product liability and warranty disclaimers shall not be applicable to this Agreement.

16. INDEMNITY:

Each party shall indemnify, defend, save and hold harmless each other party, its agents, employees and representatives from and against any loss, damage, injury, liability, claim or suit arising out of performance under this Agreement which are caused by the acts or omissions of that party, its agents, employees or representatives, including but not limited to defense costs, whether suit is initiated or not. Each party's liability is limited to the negligence, damages and costs attributable to that party.

17. BINDING EFFECT:

This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and permitted assigns.

18. ASSOCIATION AND AUTHORITY:

Nothing contained herein shall in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party shall have any right, power or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other, or to bind the other party in any manner whatsoever.

19. CONFLICT OF TERMS:

Other Terms and Conditions that apply must be in writing acknowledged and attached to the contract. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Sevier County Standard Terms and Conditions; 2. Primary contract; 3. Other Terms and Conditions.

20. LAWS AND REGULATIONS:

Any and all supplies, services, equipment, and construction furnished under this contract shall comply fully with all applicable Federal and State laws and regulations.