

PART I: SUMMARY OF SERVICE

This Vacation Rental Services Agreement (“**Agreement**”) is by and between Teton Homestead LLC (“**Teton Homestead**”), an Idaho limited liability company, and _____ (“**Owner**”) to provide vacation rental services for the property located at _____ (the “**Home**”).

Owner and Teton Homestead agree as follows:

A. **TETON HOMESTEAD SERVICES.** Owner authorizes Teton Homestead to provide the following services:

1. **Reservations and Payments.** Teton Homestead will process reservations and process and collect payments from guests for vacation rental stays at the Home.
2. **Marketing.** Teton Homestead will create marketing materials for the Home, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the Home on www.tetonhomestead.com. To maximize exposure of the Home, Teton Homestead may determine appropriate third-party marketing channels (each a “**Channel**” and collectively, the “**Channels**”) and market the Home on such Channels.
3. **Price Management.** Teton Homestead will determine rental rates based on property and market characteristics and demand. Manager will consult with Owner to determine minimum rental rates.
4. **Cleaning Services.** Teton Homestead will set and collect a cleaning fee from guests. Teton Homestead shall furnish housekeeping services as needed; and at the beginning of each rental stay, guest supplies including bath tissue, shampoo & conditioner, soap, paper towels, dishwashing detergent, laundry detergent and garbage bags. Owner is allowed to clean the home after each guest stay if the cleaning requirements are met. The home must be clean and guest ready by 4pm on the day of the guest departure to allow for any potential incoming guest.
5. **Lodging and Sales Taxes.** Unless otherwise specified in writing or required by law, Teton Homestead (or, if applicable, a Channel) will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on Owner’s behalf.
6. **Guest Relations.** Teton Homestead will take actions it deems appropriate to manage guest relations, including communicating with guests, managing guest check-in and check-out, addressing guest issues that arise during or after a rental stay, and managing guest reviews.
7. **Maintenance and Repairs.** Owner authorizes Teton Homestead to perform or arrange on Owner’s behalf and at Owner’s expense ordinary maintenance, repairs, and services for the Home. Unless specifically authorized by Owner or an Emergency Repair, the expense to be incurred for a single item of repair or alteration shall not exceed \$200.00.
8. **Statements.** Each month, Teton Homestead will send Owner an account statement, or will make an account statement available through an owner portal. Owner agrees to carefully review all account statements upon receipt, and to notify Teton Homestead of any presumed errors in or questions about a statement by the last day of the month in which the statement is sent.

B. **OWNER RIGHTS AND OBLIGATIONS.**

1. **Owner Use.** Owner has the right to use the Home so long as Owner reserves the dates of use in advance with Teton Homestead on Teton Homestead’s owner portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to Teton Homestead’s standard check-in and check-out times for the Home. Unless the parties agree otherwise in writing or Owner specifies otherwise in the owner portal, Teton Homestead shall clean the Home after each Owner stay and charge to Owner the then-current cleaning fee for the Home.
2. **Furnishings.** Owner shall furnish the Home with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. Teton Homestead will provide Owner with a list of all required items. If Owner fails to provide any required items for the Home, Teton Homestead may purchase any missing items at Owner’s expense.
3. **Utilities and Services.** Owner shall furnish at Owner’s expense all appropriate utilities for the Home, including but not limited to gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed. If Home has a wood-burning stove, Owner is required to have a minimum of ½ cord of wood accessible on the property for guest use before each

winter season. Owner is advised to lock or disable any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, to prevent guests from incurring charges.

4. **Snow Removal.** Owner will pay 100% of the cost of snow plowing the driveway on the property during the winter months. Manager must be provided with vendor name and contact information. If Owner does not have a snow removal vendor, Manager will assist in securing a vendor.
5. **Required Annual Cleaning.** The Owner is required to conduct a spring cleaning and a fall cleaning each year that allows us to prepare Home for the successful upcoming high seasons of summer and winter. This cleaning may include window washing, upholstery and carpet cleaning, pest control, painting, detail cleaning of kitchen, floors and baths, etc. A professional window cleaning, and professional carpet cleaning are also required once a year (preferably in the months of April or May). Manager can perform the above cleans, or schedule them with professional licensed vendors for Owner as needed.
6. **Sale of Home.** To ensure that reservations are honored and that guest stays are not interrupted, Owner shall notify Teton Homestead prior to listing the Home for sale or as soon as reasonably practicable after the listing. All showings of the Home must be coordinated in advance through Teton Homestead and to the extent reasonable must be scheduled during periods when the Home is not occupied by a rental guest. If Owner sells the Home, Owner agrees to sell the Home subject to the terms of this Agreement and subject to all Existing Reservations in place on the date of closing that have check-in dates prior to the Effective Termination Date.
7. **Liability Insurance.** Owner shall maintain Minimum Required Coverage. The “**Minimum Required Coverage**” is a liability insurance policy (a) with coverage of at least \$500,000 per each occurrence for bodily injury and property damage, (b) that is either a commercial general liability policy or a policy that otherwise covers transient rental use of the Home, and (c) that either names “Teton Homestead LLC” as an additional insured or that includes Teton Homestead LLC within the definition of a named insured. Owner authorizes Teton Homestead to provide copies of the insurance certificate or other insurance information to third parties upon reasonable demand. Owner is responsible for confirming that their insurance is adequate to protect Owner’s interests, and the receipt by Teton Homestead of any certificate of insurance does not constitute agreement by Teton Homestead that policies indicated on the certificate comply with the Minimum Required Coverage or offer adequate protection to Owner in the event of a loss. Owner agrees to notify Teton Homestead immediately of any lapse in or change to the Minimum Required Coverage.

C. MANAGEMENT FEE; PAYMENT OF RENTAL PROCEEDS.

1. **Management Fee.** Teton Homestead’s Management Fee shall be 30% of the Rental Proceeds (“**Management Fee**”).
2. **Pet Fee.** Guest Pet Fee shall be split equally between Owner and Manager.
3. **Payment of Rental Proceeds.** Teton Homestead shall pay Owner all Rental Proceeds as defined herein, less the Management Fee and any expenses incurred on Owner’s behalf pursuant to this Agreement (“**Owner Payment**”). Teton Homestead shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkin date during the previous month.
4. **Outstanding Balance.** Teton Homestead will carry a negative balance on the account up to \$500. Any balance over \$500 shall be paid within 30 days of receiving the monthly statement.

D. **EXCLUSIVITY.** Owner shall not rent the Home to others or contract with any third party for rental services or marketing during the Term without Teton Homestead’s express written permission. Any Owner advertisement of the Home as a rental shall direct prospective renters to Teton Homestead.

E. TERM; TERMINATION.

1. **Term.** This Agreement shall become effective as of the Effective Date and shall continue in effect until the Effective Termination Date (the “**Term**”). The “**Effective Date**” of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.
2. **Termination.** Either party may terminate this Agreement by giving the other party at least 60 days advance written notice of termination. The “**Effective Termination Date**” shall be the later of (1) the termination date specified in the notice of termination or (2) the date that is 60 days after the notice of termination was delivered.

ADDITIONAL TERMS AND CONDITIONS FOLLOW AFTER THE SIGNATURE BLOCK

OWNER (Check Box if LLC/Corp or Trust)

TETON HOMESTEAD

Signature:

Signature:

Print Name:

Print Name: Benjamin Jay (B.J.) Hansen

Title (if signing on behalf of an entity):

Title: General Manager / Owner

Email:

Date:

Mailing Address:

18 N Main St #105
PO Box 191
Driggs, ID 83422
(800) 746-5518
mail@tetonhomestead.com

Phone Number:

Date:

ADDITIONAL OWNER (IF APPLICABLE)

Signature:

Print Name:

Email:

Phone:

Date:

PART II: GENERAL TERMS AND CONDITIONS

A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.

1. **Multiple Owners.** If there are multiple owners, the term "Owner" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several.
2. **Representations and Warranties.** Owner represents and warrants that: (1) Owner is the lawful owner of the Home; (2) Owner has full authority to enter into this Agreement, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity; (3) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (4) the physical condition of the Home, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable local building, health, and other codes or regulatory requirements; and (5) use of the Home as a vacation rental is not prohibited by any applicable law, regulation, deed restriction, or homeowners' association bylaw or rule. These representations and warranties are continuing. In the event that any of the foregoing representations or warranties is no longer true or correct, Owner will immediately notify Teton Homestead in writing.
3. **Rights and Obligations of Ownership.** Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the Home. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Home whether it is rented or not, including responsibility for: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the Home in a suitable condition for rental occupancy; financial matters associated with ownership of the Home; and ensuring that the Home is in compliance with applicable law, and regulation, deed restriction, or homeowners' association bylaw or rule.
4. **Guest Privacy.** To ensure guest privacy, Owner shall not enter the Home or any immediately adjacent land or associated structures, or to permit any other person to do so, without (1) reserving an Owner stay with Teton Homestead covering the period of access or (2) checking with Teton Homestead prior to entry. Owner shall not place any camera in the interior of the Home or in

any portion of the property except in an exterior area that is visible from off the premises, such as a front porch. Owner is not entitled to any guest-identifying information that may be provided to or accessible by Teton Homestead, including without limitation full guest names, contact details, or payment information. As between Owner and Teton Homestead, Teton Homestead shall have the sole and exclusive right to such guest information.

5. **Change of Address.** To ensure Teton Homestead is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify Teton Homestead via the owner portal of any change in Owner's mailing address, telephone number, email address, or direct deposit information. Teton Homestead shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.
6. **Compliance with Law; Licenses and Permits.** Owner agrees to abide by all applicable laws, regulations, deed restrictions, association rules, and licensing and permitting requirements applicable to use the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a vacation rental and for payment of all associated fees. Where permitted by law, Teton Homestead may, but is not required to, act on Owner's behalf to obtain or renew a license or permit for the Home.
7. **Existing Reservations.**
 - i. **Obligation to Honor Existing Reservations.** Owner acknowledges that guest satisfaction is a priority for Teton Homestead, and that the inability to honor reservations is a significant source of guest dissatisfaction, poor reviews, and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations with a checkout date prior to the Effective Termination Date. "Existing Reservations" are reservations for which Teton Homestead has received a monetary deposit.
 - ii. **Liability for Failure to Honor Existing Reservations.** If Owner fails or refuses to honor one or more Existing Reservations for any reason, Teton Homestead shall attempt to move the

reservation to a comparable property. If Teton Homestead is able to move the reservation to a comparable property, then Owner agrees to be responsible for any actual costs incurred by Teton Homestead to move the guests (such as, by way of example only, higher rent that is not passed on to the guests). If Teton Homestead is not able to move the reservation to a comparable property, then Owner agrees to pay Teton Homestead (1) Teton Homestead's lost Management Fee on that reservation, plus (2) any actual costs incurred by Teton Homestead in connection with cancellation of the reservation.

- iii. **Circumstances Outside Owner's Control.** Owner will not be responsible for payment of the damages prescribed in this section for failure to honor Existing Reservations where such failure is due to factors outside the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order.

B. TETON HOMESTEAD RIGHTS AND OBLIGATIONS.

1. **Guest Fees and Services.** In addition to a cleaning fee, Teton Homestead may charge guests and retain additional fixed or variable fees, such as a booking fee, pet fee, hot tub fee, late check out fee, fees for specific services such as concierge service, or other fees. Teton Homestead may further collect applicable fees such as resort fees or parking fees from guests on behalf of third parties and remit such fees directly to the third parties.
2. **Channel Marketing.** A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge guest fees that will be retained by the Channel (and that will not be shared with Teton Homestead or Owner). Owner further acknowledges that the presentation of the Home, including but not limited to the breakdown of the total cost of stay as displayed to the end user during checkout, may vary among Channels; and that due to limitations on the ability to present specific line items on some Channels the amount reflected as "rent" on a Channel might include fees, taxes, or other amounts that are not "Rental Proceeds" as defined in this agreement.
3. **Guest Refunds.** Teton Homestead may issue full or partial refunds to guests to address guest dissatisfaction where reasonable to do so.

4. **Optional Start Date for Services.** If the start date for services under this Agreement is later than the Effective Date, Teton Homestead will perform the services listed in this Agreement beginning on the date the Home goes live on www.tetonhomestead.com, or on such other date as Teton Homestead and Owner may agree in writing (provided that Teton Homestead may prepare to perform such services beginning on the Effective Date).
5. **Out-Of-Order Status.** Teton Homestead may place the Home in "out-of-order" status at any time, for any cause that Teton Homestead in its sole discretion believes could materially affect the quality or safety of a guest's stay. In no event will Teton Homestead be liable for any losses to Owner related to the Home being placed in "out-of-order" status.
6. **Emergency Repair.** A repair is an "Emergency Repair" if Teton Homestead in its sole discretion deems the repair to be necessary either to (1) protect the Home or its contents from damage or destruction or (2) return the Home to rentable condition during or in advance of a guest stay. To the extent reasonable under the circumstances, Teton Homestead will attempt to contact Owner prior to incurring expenses for an Emergency Repair.

C. DEFINITION OF RENTAL PROCEEDS. For purposes of this Agreement, "Rental Proceeds" means:

1. **Rental Proceeds for Teton Homestead Bookings.** For reservations booked on the www.tetonhomestead.com website or by phone through Teton Homestead reservation agents, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation.
2. **Rental Proceeds for Channel Bookings.** For reservations booked through a Channel, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any.
3. **Rental Proceeds Limited to Rent.** For purposes of clarity, Rental Proceeds do not include lodging, sales, or other applicable taxes, cleaning fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent, except as the parties may agree in writing.

D. CHANGE IN LAW. If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Home as a vacation rental as contemplated by this Agreement or makes such use economically prohibitive,

then Teton Homestead may terminate this Agreement immediately and neither party shall be obligated to honor Existing Reservations.

E. **INDEMNIFICATION.** Owner shall indemnify, defend, and hold harmless Teton Homestead, its affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a “**Teton Homestead Party**” and collectively, the “**Teton Homestead Parties**”) for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively “**Claims**”), arising from or relating to property damage or injury to persons (including death) by reason of any cause whatsoever either (1) occurring in or about the Home or (2) resulting from actions taken pursuant to the direction of Owner. Notwithstanding the foregoing, Owner is not required to indemnify, defend, or hold harmless any Teton Homestead Party with respect to any Claims solely and directly caused by the Teton Homestead Party’s negligence, intentional misconduct, or fraud.

F. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY TETON HOMESTEAD PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY TETON HOMESTEAD PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

G. **MISCELLANEOUS.**

1. **Governing Law.** This Agreement will be construed in accordance with and governed by the substantive law of the state in which the Home is located, without regard to that state’s conflict of law rules.
2. **Dispute Resolution.** The parties agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:
 - i. **Mediation.** If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association (“**AAA**”) under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.

- ii. **Arbitration.** If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court, such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA’s rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Teton Homestead requests arbitration, it will send the letter to Owner’s most recent address in Teton Homestead’s records. If Owner requests arbitration, it will send the letter to Teton Homestead’s registered agent in the state in which the Home is located.
 - iii. **Place of Mediation or Arbitration.** The mediation or arbitration shall take place in the county in which the Home is located, or in such other location as Teton Homestead and Owner may mutually agree.
 - iv. **Exceptions to Mediation and Arbitration Requirement.** As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, Teton Homestead and Owner both retain the right to pursue: (1) in small claims court in the county in which the Home is located any claim that is within that court’s jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) a suit in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.
 - v. **Class Action and Jury Trial Waiver.** THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.
3. **Assignment.** Either party may assign this Agreement or any of its rights or delegate any of its duties or other interests in this Agreement at any time without the other party’s consent;

provided, however, the assigning party shall promptly give notice of the assignment to the other party of this Agreement.

4. **Signatures.** A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.
5. **Headings and Footers for Convenience Only; Interpretation.** Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.
6. **Severability.** If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.
7. **Waiver.** Any failure by Teton Homestead to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of Teton Homestead's rights and privileges under this Agreement.
8. **Amendments.** This Agreement may be amended as follows:
 - i. **Amendment by Mutual Assent.** This Agreement may be amended at any time upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), must be signed or assented to by a Teton Homestead representative at the regional director level (or equivalent) or higher, and must identify the provisions of this Agreement that are to be amended.
 - ii. **Amendment by Notice and Acceptance.** Teton Homestead may send Owner a proposed amendment to this Agreement, or a proposed fully restated agreement. Teton Homestead will send any proposed amendment or restated

agreement by mail or electronic mail to Owner's last known address provided to Teton Homestead in the owner portal, or will make the proposed amendment or restated agreement available for Owner's review in the owner portal. Any proposed amendment will be deemed accepted and will be incorporated into this Agreement, and any restated agreement will replace this Agreement, effective on the 31st day after Teton Homestead transmits the proposed amendment or restated agreement to Owner, unless Owner notifies Teton Homestead in writing before the date the amendment or restated agreement becomes effective that Owner objects, in which event the proposed amendment or restated agreement shall not become effective. An objection to parts of a proposed amendment or restated agreement will be treated as an objection to the entirety of the proposed amendment or restated agreement.

9. **Intellectual Property.** All photographs, text, and other marketing materials Teton Homestead creates pursuant to this Agreement (and all copyrights and other intellectual property rights therein) are, and shall at all times remain, the sole and exclusive property of Teton Homestead. If Owner holds the copyright or other intellectual property right in any marketing materials for the Home, Owner grants Teton Homestead a limited license for the term of this Agreement to use such materials for the purpose of performing the vacation rental services hereunder.
10. **Force Majeure; Effect.**
 - i. **Definition of Force Majeure.** "**Force Majeure**" includes, but shall not be limited to acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; interruption, loss or malfunction of utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

- ii. **Effect of Force Majeure.** Each party shall be excused from a failure to perform any of its obligations under this Agreement, and shall not be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.
- 11. **Survival of Terms.** Part II sections A(7) (Existing Reservations), E (Indemnification), F (Limitation of Liability), G(1) (Governing Law) and G(2) (Dispute Resolution), and all other terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.
 - 12. **Entire Agreement.** This Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.