

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of _____ (“Effective Date”), by and between River Currents, LLC, a Nevada limited liability company (“Licensor”), and _____ (“Licensee”). Licensee and Licensor are referred to collectively below as the “Parties.”

WHEREAS, Licensor is the owner of that real property commonly known as the Old River Inn at 9400 W. Fourth Street, in the City of Reno, Washoe County, Nevada, (“Licensor’s Property”); and

WHEREAS, Licensor has been placed on notice that homeowners and access over City property to the general population, on the South side of the Truckee River have been using portions of Licensor’s Land for recreational purposes;

WHEREAS, the Licensee desires to use the Licensor’s Property adjacent to the Licensee’s property to access the Truckee River at no cost to the Licensor; and

WHEREAS, the Licensor has agreed to grant the Licensee a revocable license to use the Licensor’s Property adjacent to the Licensee’s property to access the Truckee River for recreational purposes **only**;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Grant of Revocable License. Subject to the terms of this Agreement, the Licensor hereby grants to the Licensee a revocable license for the Term of this Agreement to use that portion of the Licensor’s Property adjacent to the Licensee’s property to access the Truckee River for recreational purposes only;

1. **Term.** This License shall be for a term of one (1) year. This License shall automatically renew for an additional one (1) year term upon each anniversary of the Effective Date, unless terminated by the Licensor.

2. **Licensed Land:** This is defined as that portion of the Licensor’s Property adjacent to the Licensee’s property to access the Truckee River for recreational purposes only.

3. **Maintenance of Licensed Land.** The licensee agrees to not maintain or place any permanent or temporary structures on the Licensed Land. Licensee agrees to use the Licensed Land without disturbing the natural state of the land. maintain the Licensed Land, at its sole cost and expense, in good and safe condition. Licenses is prohibited from using the Licensed Land in any way that violates any laws, rules, or regulations by the City of Reno, County of Washoe, or Federal Regulations. The Licensor’s Manager agrees to regularly monitor the condition of the Licensed Land and inform the Licensee promptly of any damage or deterioration of the Licensed Land, at which point Licensee will repair the damage or deterioration promptly.

4. **License Fee.** The Licensee agrees to pay Licensors \$1.00 per year for the term of the Agreement.

5. **Restrictions.** Licensee is expressly prohibited from changing and/or altering the Licensed Land. Licensee is prohibited from using the licensed land for any business or profit. The Licensee shall indemnify and hold the Licensors and its successors and assigns harmless from and against all costs or expenses of any kind, including but not limited to attorneys' fees. The licensee shall hold the Licensors harmless for any liability resulting from the Licensee's use of the Licensed Land.

6. **Termination.** This Agreement is for the sole benefit of the Licensors and shall not create any easement or other interest in real property in favor of the Licensee. This Agreement and the license granted herein shall not run with the land. The licensor may terminate this agreement and the revocable license at any time. Any attempted alienation or assignment without the Licensors' consent as provided herein shall be null and void and without legal effect.

7. **Effect of Termination.** Upon the termination of this Agreement, the Licensee shall terminate the use of the Licensed Land within thirty (30) days after the receipt of written notice of such termination. The licensee shall bear all costs and liabilities of removal of or repairing any damaged property. The provisions of this paragraph shall survive the termination of this Agreement.

The licensee gains access to and acknowledges that the Licensors' Property is taken "As Is" and "With All Faults." Licensee further acknowledges and agrees that the license granted herein is permissive in nature, and Licensee waives any and all claims of whatsoever kind or character, including but not limited to claims of adverse possession, to any interest in Licensors' Property arising from or relating in any way to the license granted herein. This Agreement is expressly granted with the understanding that the licensed use shall not constitute adverse possession of any portion of Licensors' Property. This Agreement shall not in any way limit Licensors' ability to license or otherwise dispose of land not subject to the terms of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

8. **Indemnification by Licensee.** Licensee agrees to defend, hold harmless, and indemnify the Licensors and its enterprises, officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, or damages to any person, arising from Licensee's license. The provisions of this paragraph shall survive the termination of this Agreement.

9. **Severability.** It is the express intent of the Parties that all the provisions of this Agreement be given full force and effect as written. Should any judicial determination be made that any provision(s) of this Agreement is unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect as written.

10. **Governing Law, Construction of Agreement, and Venue.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Nevada. The Parties acknowledge that this Agreement was produced by arms-length negotiation between sophisticated parties with equal bargaining power. The Parties agree that the rule of construction that any ambiguities are to be construed against the drafting party shall not be employed in any interpretation

of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Washoe County, Nevada.

11. **Liability of the Licensor.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.

12. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties' and their respective heirs, successors, assigns, representatives, agents, employees, and any person or entity claiming by or through them. The provisions of this paragraph shall survive the termination of this Agreement.

13. **Entire Agreement; Attorneys' Fees.** This Agreement constitutes the complete and entire agreement between the Parties and supersedes all prior written or oral negotiations, representations or agreements between the Parties as to the subject matter of this Agreement. The terms of this Agreement may not be modified except by a writing signed by all of the Parties. In any dispute, conflict, legal action or other proceeding arising out of, or brought to construe or enforce any of the provisions of, this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party. The provisions of this paragraph shall survive the termination of this Agreement.

14. **Counterparts; Signatures.** The parties hereto agree that: (a) this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement; and (b) original signatures transmitted via facsimile or electronic mail (i.e., .pdf signatures) shall be acceptable for purposes of executing and enforcing this Agreement. If counterpart originals are executed and/or original signatures are transmitted by facsimile or by electronic mail, the parties hereto shall endeavor in good faith to deliver to each other executed counterpart originals within fifteen (15) days after the Effective Date.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

River Currents, LLC
Licensor

Licensee

