

Lake Powell Resorts & Marinas
Managed by Aramark

VESSEL BROKERAGE
FULL LISTING AGREEMENT

OWNER: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

HOME PHONE: _____

WORK
PHONE: _____

CELL
PHONE: _____

EMAIL: _____

NAME OF
VESSEL: _____

REGISTRATION
/DOC # _____

COPY ON FILE?

MAKE/MODEL/
TYPE: _____

LENGTH: _____

YEAR: _____

LOCATION: _____

INSURED BY: _____

POLICY
EXPIRES: _____

COPY ON FILE?

ASKING PRICE: _____

CURRENT MARINE SURVEY
AVAILABLE?

UPON SALE CLOSURE, ARE THERE ANY
LIENS THAT MUST BE SATISFIED? _____

Brokerage Type: Full Listing

[Check if applicable] This Agreement involves the sale of a partial interest in the Vessel, as more particularly described in the Partial Interest Rider, attached hereto. Actual dates of use: _____

In consideration of the mutual covenants and agreements herein contained, the above-named Owner ("Owner") hereby appoints Aramark, d/b/a Lake Powell Resorts and Marinas ("Broker"), as the Owner's exclusive agent for the sale of the vessel described above ("Vessel").

1. Owner hereby authorizes and empowers Broker, during the term of this Agreement: (a) to list and advertise the Vessel for sale; and (b) to board and show the Vessel (including operation of the Vessel for demonstration and inspection).
2. Owner will supply the Broker with the names of all prospective purchasers who contact the Owner directly.

The Owner named above hereby enters into this Vessel Brokerage Listing Agreement and agrees to be bound by all the terms and conditions stated herein including the terms and conditions printed on the reverse of this Vessel Brokerage Listing Agreement.

IN WITNESS WHEREOF, Owner and Broker have executed this Agreement as of the date written below:

OWNER:

BROKER:

(Signature of Owner or Owner's Authorized Representative)

By: _____

(Printed Name)

(Printed Name)

Date _____

Date _____

3. Owner represents and warrants to the Broker that:
 - a. Owner has the right, power and authority to sell good and marketable title to the Vessel and will discharge all liens and encumbrances affecting the Vessel prior to the sale thereof, unless otherwise agreed by buyer;
 - b. Owner will make the Vessel available for inspection and demonstration for prospective buyers;
 - c. The Vessel and all its equipment and accessories are in good, operable condition, and meet all legal requirements, except as follows: _____
 - d. Owner has not failed to disclose any material fact to Broker and all information provided by Owner to Broker, whether provided herein or otherwise, regarding the Vessel, is and will be accurate and correct.
4. Owner agrees to indemnify, defend and hold harmless Broker against and from all claims, actions, suits, liabilities, costs, and expenses arising from a breach of this Agreement (including, without limitation, the representations and warranties of Owner set forth herein).
5. In the event the Vessel, and its equipment and accessories do not meet all legal requirements, Owner agrees to correct any such discrepancies except as noted above in Paragraph 3(c).
6. Broker does not assume, and is not delegated, care, custody or control of the Vessel. Owner assumes sole risk of, and shall keep Vessel insured against, all loss, damage or destruction of the Vessel, or any part thereof, from any cause whatsoever.
7. Broker shall be entitled to a commission upon completion of sale of the Vessel. The Broker's commission shall equal **Ten percent** (_10_) of the contracted selling price for the Vessel, and shall not be affected due to any subsequent price adjustments agreed to by Owner and buyer. It is understood that Broker has exclusive brokerage right for the above named vessel.
8. Should Broker become involved in any proceedings to determine, interpret, or enforce the terms or conditions of this Agreement or regarding the sale of the Vessel, then Broker shall be entitled to reimbursement of reasonable attorneys' fees and costs from Owner and/or the parties found to be at fault or requiring or instituting such proceeding.
9. The term of this Agreement shall be from the date set forth below until the boat sells. Either party may terminate this Agreement with 30 days' prior written notice from Owner, such notice to be effective as of the date set forth therein.
10. In the event deposits or other monies in respect of the sale of the Vessel are paid to Broker, Broker shall hold the same in escrow. Any such amounts may be co-mingled with Brokers other funds and will not bear interest. In such capacity, the duties and responsibilities of Broker shall be entirely administrative and not discretionary. In the event settlement of the sale of the Vessel does not take place, Broker shall be obligated to act only in accordance with joint written instructions received by it from Owner and buyer and is authorized hereby to comply with any orders or judgments of any court and shall not be liable as a result of its compliance with the same. Owner will indemnify and hold harmless Broker against and from any and all claims, actions, suits, liabilities, costs and expenses which may be asserted against it or which it may incur by reason of its execution or performance in connection with any amounts held in escrow.
11. In case a deposit is forfeited, one half of same shall go to Broker and one half to the Owner provided the Broker's share does not exceed the above named commission.
12. Owner acknowledges each buyer/seller agreement is brokered separately and subject to the full commission amount.
13. Owner acknowledges and agrees that the purchase and sale of vessels within the Glen Canyon National Recreation Area are at all times subject to and governed by the rules, regulations and requirements of the National Park Service as in effect from time to time.
14. It is understood and agreed that the Owner will continue to be responsible for the terms of the Boat Storage License during the terms of this agreement. Additionally, Owner understands and agrees to be responsible for the cost of any and all repairs, maintenance and/or cleaning of boat and associated items during the term of this Agreement.
15. If the seller is found to be utilizing an unauthorized broker, the boat will be required to be removed from the moorage and will not be available to transfer to the buyer, when applicable.
16. This Agreement sets forth the entire agreement of the parties and supersedes all other understandings, representations or warranties, whether oral or in writing.

OWNER INITIALS _____