

Lake Powell Resorts & Marinas  
Managed by Aramark

LIMITED BROKERAGE 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?**

[Check as applicable] This Agreement involves the sale of a partial interest in the Vessel.

[Check as applicable] This Agreement involves the sale of the whole interest in the Vessel.

In keeping with the Glen Canyon National Recreation Area Policy for Boat Brokerage, the Glen Canyon National Recreation Area Policy for Moorage Transfers, and the Aramark Moorage and Boat Transfer Policy., the above-named Owner ("Owner") hereby lists their Intent to Sell their vessel moored within Glen Canyon National Recreation Area.

1. Owner represents and warrants to Aramark that:
  - a. Owner has the right, power and authority to sell good and marketable title to the Vessel.
  - b. Owner will not list their boat with an unauthorized broker unless the vessel is removed from Glen Canyon National Recreation Area. Vessel will not be allowed to return to its original moorage.
  - c. Owner understands that if the vessel is listed with an unauthorized broker, the Intent to Sell agreement no longer applies.
    - i. It is understood that Aramark will either cancel the Moorage and Dockage Agreement for the storage of the vessel, or:
    - ii. Owner shall pay maximum approved brokerage fees plus any applicable penalty fee.
2. Aramark will provide limited advertising services but not showing of the boat.

The Owner named above hereby enters into this Intent to Sell 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 Intent to Sell Agreement.

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

OWNER:

BROKER:

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner or Owner's Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Date \_\_\_\_\_

Date \_\_\_\_\_

3. Owner shall be allowed the following with respect to the advertisement and sale of their vessel.
  - a. Owner is allowed to privately advertise their sale and remain in compliance with NPS policy.
4. Owner understands that the Moorage Transfer must be approved prior to the moorage transferring to the new owner or the Moorage and Dockage Agreement with the seller will be terminated and the space re-filled from the waitlist.
5. 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).
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 **Three Percent** (3%) 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.
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 sales. 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. 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.
11. It is understood and agreed that the Owner will continue to be responsible for the terms of the Moorage and Dockage Agreement 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.
12. 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 \_\_\_\_\_