

Wahweap Marina Services

P.O. Box 1597 Page, AZ 86040 Phone 928-645-1027

2016 Houseboat Management Agreement

This Houseboat Management Services Agreement must be completed and signed by Vessel Owner(s) and approved annually by Wahweap Marina Services. Wahweap Marina Services' managed vessels will be given priority over scheduled or walk-up service requests. Package prices do not include oil, fuel, labor and/or parts for any mechanical repairs or maintenance.

Owner & Vessel Information

Vessel Owner(s) Name:			
Vessel Name:			
Make	Model	Year	
HIN No	REG/DOC No	STATE	
Moorage Space: Slip#	Buoy #	Dry Storage#	
	Chain of Command		
Name	Position / Responsibility	Phone / Email	
1			
2			
3			
4			
5			

Management Package

\$799.00 per turnaround

Per each service under this agreement, the specified party below is responsible for each charge. Individual Owner will be responsible for all fuel bills. Complimentary fuel stabilizer treatment will be added during each turnaround.

Standard Services	Corporation	Owner
Check On/ Off		
Pilot In/ Out		
Pump		
Fuel		
Water		
Clean		
Propane		
Barge Service		
1 Hour Mechanical Check		

Method of Payment

Each owner, prior to boarding houseboat will provide Wahweap Marina Services (WMS) a valid credit card number and their authorized signature. Each owner will be charged a \$1,000.00 deposit upon receipt of confirmation. Should any credit card charges be declined by the credit card company, WMS will make two (2) attempts to collect from the owner. If WMS is unable to collect from the owner, the corporation will be charged for the amount due. Receipt of each turnaround shall be sent to the Corporation and Owner.

\square Bill to Corporation Credit Card Number _	 exp
Bill to Corporation A/R Account Number	 -
Bill to Individual Owners Credit Card	

Additional comments pertaining to the vessel, corporation, and/or any individual owner that should be verified in this agreement:

Authorized Owner Signature-	Date-
Approved By	Date-
	Data

Corporation Agrees To Provide The Following

2016 Owners List includ	ing mailing address, phone num	bers and email f	or each owner
2016 Owners Schedule			
 2016 Oil Change and Ma Engines every Generator every 	hours		
	e boat and access to all locked on a strain the second s		
	Turnaround S	chedule	
Turnaround packages requ	uire six (6) hour minimum betw require prior approval from		d check-on. Specific time requests nent.
Available turnarounds:	Check Off 9:00am – Checl Check Off 10:00am – Checl Check Off 11:00am – Checl	k On 4:00pm	
Check on day:	Tir	ne:	
Check off day:	Ti	ne:	
scheduled trip. Please initia turnaround schedule.		are aware of the	e following fees for changes to the
	ation Form Fee: \$50.00		
No Confirma	tion Form Fee: \$100.00	Late Ch	neck Off Fee: \$100.00
	Repair Autho	rization	
incident for: any needed cha that may be required at any authorization for any necess	arges to facilitate on board supp time. I understand, Wahweap I ary services totaling less than \$ h a statement of all such charge	olies, care taking Marina Services v 500.00. I also ur	(title) authorize Wahweap for no more than \$500.00 per services, mechanical repairs or fuel will not call, write or fax for my inderstand that Wahweap Marina ach billing cycle. Payments for all
Credit Card Account:	ЕХ	(P/	_
			orage) Account #
Authorized Owner Signatur	e		Date
Approved By			Date

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Terms and Conditions

- 1. The above named VESSEL OWNER(S), and the persons signing this Agreement, either individually, or as corporate officers, directors and agents, if VESSEL OWNER is a corporation, all partners, whether their names are affixed hereto, hereby acknowledge and contract for the services provided by Aramark Sports and Entertainment Services, LLC dba Lake Powell Resorts & Marinas (hereafter "LPRM"), and agree to be liable for payment of said services, at the prevailing price schedule as authorized by the National Park Service, at the approved service rates price list on file with the National Park Service. The aforementioned rates may change periodically, as necessary, or from time to time without advanced notice by LPRM. A copy of the price list will be provided to VESSEL OWNER. The person signing this Agreement represents that he/she has authority to bind the other persons named herein.
- 2. All services shall be paid for in full 30 days from date of performance or completion. In the event that they are not paid for, a late fee, as per LPRM's price schedule, may be charged on any delinquent account or balance.
- 3. VESSEL OWNER(S) recognizes that the acceptance of this agreement by LPRM is subject to such availability of space as LPRM may be able to locate or accommodate from time to time. <u>It is herein acknowledged that VESSEL OWNER(S) shall have no right or privilege to dock, slip, or otherwise moor their vessel, whether via slip or buoy occupancy, overnight docking, or "turnaround boarding/debarking" docking may be assumed or inferred from this agreement.</u>
- 4. VESSEL OWNER(S) hereby grants to LPRM, and its employees, the right to move the vessel from place to place as LPRM may determine to be appropriate at its' sole discretion.
- 5. LPRM agrees to perform the indicated services in a reasonable manner and time. In the event that such services have not been performed before the vessel is to be used again, LPRM, unless gross neglect can be established, shall not be liable to anyone for the failure to perform such services in a timely manner.
- 6. Any and all repairs to the VESSEL shall be performed by LPRM, or its designated and authorized repair facility, unless otherwise provided for, in writing between VESSEL OWNER(S) and LPRM. Any warranties for parts, accessories, or service shall be that of the warranty provided by the manufacturer of such equipment or person performing such services, and VESSEL OWNER(S) agrees to look solely to such warranty and not to LPRM.
- 7. LPRM reserves the right to refuse to pilot or operate the VESSEL if pilot determines that unsafe conditions exist due to, but not limited to, weather, mechanical conditions and/or emergencies. In the event of high winds, the pilot, at his/her discretion may pilot VESSEL to a designated "high wind" dock, which may or may not be convenient for VESSEL OWNER(S). Piloting back to VESSEL'S contracted moorage will be performed at established piloting rates. In the event of unsafe conditions, LPRM will provide the necessary additional staff and equipment to land VESSEL safely and additional charges may apply.
- 8. VESSEL OWNER(S) agrees and acknowledges that LPRM is and shall be under no obligation whatsoever to accept or receive for safekeeping any property of VESSEL OWNER(S); and nothing in this Agreement is intended to create any bailment relationship between the parties hereunder. To the extent that LPRM should nevertheless affirmatively agree with the VESSEL OWNER(S) to accept for safekeeping any property of the VESSEL OWNER(S), then the VESSEL OWNER(S) agrees and acknowledges that any such bailment is solely for the benefit of the VESSEL OWNER(S), shall be a gratuitous bailment as opposed to a bailment for hire and, accordingly, LPRM shall only be responsible for any damage or loss thereof to the extent arising from LPRM's gross negligence or willful misconduct.
- 9. VESSEL OWNER(S) or LPRM reserves the right to cancel this agreement at any time and for any reason whatsoever, in writing.

This Agreement is subject to all terms and conditions set forth in the Moorage Agreement.

Authorized Owner Signature-	Date
Approved By	Date

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Terms and Conditions Addendum

In attempt to ensure each owner has the best vacation possible, LPRM requires that all VESSEL OWNER(S) agree to and acknowledge the following additional conditions and provisions.

Refusal of Services

Upon signing the 2016 Houseboat Management Agreement, all owners, by means of the president's or other authorized owner's signature, accept that during each turnaround LPRM will perform all services listed in the Houseboat Management Agreement. Individual owners who decline a service will be responsible for the \$799 package price plus fuel charges regardless of the refusal of service. We strongly encourage all owners to take advantage of the services offered in their package.

Unscheduled Use of Vessel

Upon signing the 2016 Houseboat Management Agreement, all owners, by means of the president's or other responsible party's signature, agree to provide written confirmation of their scheduled week with a valid credit card to secure payment of a \$1,000.00 deposit as required by the management agreement. Any service performed by LPRM as a result of an unscheduled use of the vessel will be billed directly to the VESSEL or Corporation. Any additional fees resulting from delays caused to the next owner shall also be billed directly to the corporation.

I, ______, as ______ (title) acknowledge that I am signing on behalf of all owners within my group and will communicate this to all members of my group. Furthermore, I acknowledge that I will provide a copy of this document to all members of my group. The Corporations assumes responsibly for payment of charges accrued by means noted above.

Authorized Owner Signature	Date
Vessel Name -	

Approved By-_____

Date-____

Approved Owners

	Name	Email	Phone
1.			
2.			
3.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
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