

Wahweap Marina Services

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

2017 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

\$899.00 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.

| 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, an agreement: | d/or any individual owner that should be verified in this |
| | |
| | |
| | |
| | |
| Authorized Owner Signature- | Date |
| Approved By | Data |

Corporation Agrees To Provide The Following

| 2017 Owners List including | ng mailing address, phone num | bers and email for each owner |
|---|--|---|
| 2017 Owners Schedule | | |
| 2017 Oil Change and Mai Engines every Generator every | hours | |
| | boat and access to all locked c | ontainers located on the Vessel. |
| | Turnaround S | chedule |
| Turnaround packages requ | ire six (6) hour minimum betwe require prior approval from r | en check-off and check-on. Specific time requests narina management. |
| Available turnarounds: | Check Off 9:00am – Check Check Off 10:00am – Check Check Off 11:00am – Check | On 4:00pm |
| Check on day: | Tim | ne: |
| Check off day: | Tin | ne: |
| | Confirmation For | m and Fees |
| scheduled trip. Please initial following fees for changes to | below acknowledging that you the turnaround schedule. | na Services Office at least 2 weeks prior to a and all owners of the vessel are aware of the Early Check On Fee: \$50.00 |
| No Confirmat | | Late Check Off Fee: \$100.00 |
| | Repair Autho | rization |
| Marina Services to charge ou incident for: any needed cha that may be required at any tauthorization for any necessary. | r open account number or crearges to facilitate on board supp time. I understand, Wahweap N ary services totaling less than \$! a statement of all such charge: | (title) authorize Wahweap lit card number for no more than \$500.00 per lies, care taking services, mechanical repairs or fue Marina Services will not call, write or fax for my 500.00. I also understand that Wahweap Marina s at the end of each billing cycle. Payments for all |
| Credit Card Account: | EXI | D/ |
| | | |
| Create/Use Another Accour | nt for Work Orders Only (Separate | Account from Moorage) Account # |
| Authorized Owner Signature | | Date |
| Approved By- | | Date |

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.
- 10. VESSEL OWNER(S) 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 \$899 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.

| chehalf 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 assume responsibly for payment of charges accrued by means noted above. This Agreement is subject to all terms and conditions set forth in the Moorage Agreement. Authorized Owner Signature | 11. VESSEL OWNER(S) by means of the president's or other responsible written confirmation of their scheduled week with a valid cred deposit as required by the management agreement. Any servious unscheduled use of the vessel will be billed directly to the VES resulting from delays caused to the next owner shall also be billed. | it card to secure payment of a \$1,000.00 ce performed by LPRM as a result of an SEL or Corporation. Any additional fees |
|--|---|--|
| This Agreement is subject to all terms and conditions set forth in the Moorage Agreement. Authorized Owner Signature | behalf of all owners within my group and will communicate this to all m | nembers of my group. Furthermore, I |
| Authorized Owner Signature Date Vessel Name | • | of my group. The corporations assumes |
| Vessel Name | This Agreement is subject to all terms and conditions set fo | rth in the Moorage Agreement. |
| | Authorized Owner Signature- | Date |
| Approved By Date | Vessel Name | |
| | Approved By | Date |

Approved Owners

| | Name | Email | Phone |
|-----|------|-------|-------|
| 1. | | | |
| | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| | | | |
| | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| | | | |
| | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| | | | |
| | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |