

Service Notes: _____

Performed By: _____ Date: _____



VESSEL SERVICE AGREEMENT

TYPE OF SERVICE (check all that apply):

- LAKE RUN (private vessel out of gas, fuel delivery, minor mechanical and/or troubleshooting, jump start)
- ASSISTANCE TOWING (disabled private vessel, USCG Captain with one tow-boat, hip-tie or long-line as necessary)
- PILOT SERVICE (USCG Captain, piloting private vessel in/out of harbor, beaching/anchoring)
- OTHER FOR-HIRE SERVICE (USCG Captain, water taxi, passenger transport)

Aramark Sports & Entertainment Services, LLC dba Lake Powell Resorts & Marinas ("LPRM") provides services to VESSEL OWNERS. This **Agreement** sets forth the terms and conditions that apply when LPRM agrees to provide services. Whenever LPRM is referred to in this Agreement, it **includes** its agents, successors, licensees, assigns, all of its affiliated companies and their respective officers, directors, agents, and employees.

TERMS & CONDITIONS

VESSEL OWNER or AUTHORIZED AGENT

VESSEL OWNER and/or his/her/its authorized agent, by signing this Agreement, agrees to be bound by every one of its terms and conditions.

SERVICES

Right of Refusal: LPRM reserves the right to refuse to captain, pilot, tow, or otherwise operate any VESSEL if LPRM determines **at its sole discretion** that an unsafe or illegal condition exists, or determines that the VESSEL is in a damaged or unseaworthy condition, or if there is the potential of a fuel spill or any other type of environmental contamination.

Rates: VESSEL OWNER and/or the authorized person signing this Agreement on the VESSEL OWNER's behalf, agrees to be liable for payment for services at the approved service rates on file with the National Park Service ("NPS"). A copy of the current price list will be provided to the VESSEL OWNER upon request.

Response Time: Services will be provided on a first-come first-serve basis and may not be available when a VESSEL OWNER requires such service unless booked or scheduled in advance. VESSEL OWNER understands and accepts that on occasion it may take longer than anticipated for LPRM to provide services. VESSEL OWNER agrees to hold LPRM and its employees and agents harmless for any situation or circumstances that may arise as a result of any such delay.

No Bailment: VESSEL OWNER agrees and acknowledges that LPRM shall be under no obligation for safekeeping the VESSEL or any personal property of VESSEL OWNER. VESSEL OWNER agrees that nothing in this Agreement creates a bailment between the VESSEL OWNER and LPRM. If a bailment relationship is found to exist, VESSEL OWNER agrees that it is a gratuitous bailment, not a bailment for hire. LPRM shall therefore only be responsible for any damage or loss arising from LPRM's gross negligence or willful misconduct.

Compliance with Laws and Regulations: VESSEL OWNER understands that LPRM will not operate any vessel that does not fully comply with all of the applicable laws of the State of Utah and/or the State of Arizona and/or the United States and/or the U.S. Coast Guard's rules and regulations. VESSEL OWNER warrants that its vessel is in full compliance with all laws regulating vessel insurance, registration and safety equipment.

ASSUMPTION OF RISK

VESSEL OWNER acknowledges that the services provided by LPRM involve inherent risks of injury, death, and property damage to the VESSEL, its guests, passengers and invitees. VESSEL OWNER agrees to assume all risks of injury, death, and property damage to VESSEL OWNER, the VESSEL, its guests, passengers and invitees while it is operated by or under the control of LPRM. VESSEL OWNER is agreeing to this provision out of recognition that OWNER, its vessel and those on board are in a vulnerable, risky and potentially unsafe or dangerous condition which caused it to request LPRM's services.

HOLD HARMLESS AND WAIVER

VESSEL OWNER agrees to hold harmless and waive any and all claims or actions that VESSEL OWNER may have against LPRM. VESSEL OWNER releases LPRM from all liability to VESSEL OWNER, its co-owners, partners, employees, agents, representatives, guardians, successors, assigns, family members, children and heirs from any type of claims or damages, including but not limited to personal injury, death or property damage arising from or related to the services provided by LPRM. This is regardless of whether the damages were caused by the active, passive or sole negligence of LPRM.

VESSEL OWNER or AUTHORIZED AGENT'S INITIALS: _____

INSURANCE

VESSEL OWNER warrants that the VESSEL and the VESSEL OWNER are covered by an insurance policy for liability which satisfies the minimum requirements of the State of Utah and/or the State of Arizona. VESSEL OWNER acknowledges that in the event of an accident involving LPRM, whether or not LPRM may be in any way at fault for causing such accident, VESSEL OWNER's insurance policy shall be the primary policy for the satisfaction of all claims and damages.

INDEMNIFICATION

VESSEL OWNER agrees to indemnify, defend and hold harmless LPRM from any third party claims or actions of any kind and from any and all damages, liabilities, costs and expenses, including attorney's fees relating to or arising out of (i) any services provided to VESSEL OWNER by LPRM; (ii) VESSEL OWNER breaching any term or condition of this Agreement; and/or (iii) injuries suffered by any of VESSEL OWNER's guests, passengers or invitees.

If VESSEL OWNER fails to agree to promptly indemnify LPRM within 60 days following receipt of written notice from LPRM, LPRM shall have the right to adjust, settle, litigate and take any action LPRM deems prudent by LPRM, in its sole judgment, to protect its interest. In any such event, VESSEL OWNER shall reimburse LPRM for all amounts paid or incurred by LPRM in taking the action it deemed prudent to protect its interest and waives its right to object to the amount of any settlement being excessive, due to VESSEL OWNER's lack of participation in resolving a claim or action.

LIMITATION OF LIABILITY & NO CONSEQUENTIAL DAMAGES

LPRM's liability for any type of claim, whether arising from contract, warranty, negligence, any type of tort or aggravated damages, will be limited to the **lesser** of: (1) the total dollar value of LPRM's invoiced services provided to VESSEL OWNER; or (2) the VESSEL's fair market value before LPRM undertook to provide services to VESSEL OWNER. LPRM will not be liable for any loss of use, loss of profits or consequential damages of any type.

GOVERNING LAW & CHOICE OF VENUE

This Agreement will be governed **by federal maritime law** whenever possible, including but not limited to established maritime doctrines such as the enforceability of marina owners' and marine service providers' exculpatory clauses and contractual provisions limiting their liability. If maritime law is held by any court to not be applicable, the law of Utah will govern any disputes and the venue for any legal actions or suits will be Salt Lake City.

UNENFORCEABLE PROVISIONS

If any term or portion of this Agreement is declared by a court to be illegal, invalid or unenforceable, it shall not affect the validity and enforceability of all of the other terms and conditions of the Agreement.

ATTORNEY'S FEES

LPRM will be entitled to recover from VESSEL OWNER its attorney's fee and all of its associated costs if it is required to initiate any form of legal action or to defend its legal position, including its fees and costs expended during informal negotiations or any type of dispute resolution following its receipt of any claim or any form of litigation.

BINDING ARBITRATION

If any disputes arise out of either the services provided by LPRM or arise out of the terms and conditions of this Agreement, VESSEL OWNER agrees that they will be decided by binding arbitration and not in a court of law. VESSEL OWNER agrees, in exchange for LPRM providing its services, to waive its right to filing a lawsuit and/or any right to a trial by judge or by jury.

If a dispute arises, VESSEL OWNER agrees to provide written notice to LPRM at the **following address** within 90 days from the date the incident occurred which caused the dispute. VESSEL OWNER agrees that the arbitration will be decided by a single agreed arbitrator, will not exceed one day in length and will be concluded within 90 days from the date the written notice of the dispute has been received by LPRM.

Address: P.O. Box 1597 | 100 Lake Shore Drive | Page, AZ | 86040

VESSEL OWNER'S and AUTHORIZED AGENT'S ACKNOWLEDGMENT

VESSEL OWNER, or the person authorized to sign this Agreement on behalf of VESSEL OWNER, **acknowledges** that he/she has carefully read this Agreement, understands all of its terms, confirms that he/she has not been rushed or been under any pressure or duress, and is signing this Agreement knowingly and voluntarily. VESSEL OWNER acknowledges that LPRM is relying upon this acknowledgement in allowing VESSEL OWNER to utilize the services of LPRM.

VESSEL OWNER or AUTHORIZED AGENT'S SIGNATURE

DATE

PRINTED NAME [AND TITLE IF NOT VESSEL OWNER]