



Bullfrog Marina Services

P.O. Box 4055

Bullfrog Ut, 84533

Phone 435-684-3062

2018 Houseboat Management Agreement

This Houseboat Management Services Agreement must be completed and signed by Vessel Owner(s) and approved annually by Bullfrog Marina Services. Bullfrog 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

\$850.00 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		
Propane		
Port Service		
1 Hour Mechanical Check		

Method of Payment

Each owner, prior to boarding houseboat will provide Bullfrog Marina Services (BMS) 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, BMS will make two (2) attempts to collect from the owner.

If BMS 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, and/or any individual owner that should be verified in this agreement:

Authorized Owner Signature- _____ **Date-** _____

Approved By- _____ **Date-** _____

Corporation Agrees To Provide The Following

- 2018 Owners List including mailing address, phone numbers and email for each owner
- 2018 Owners Schedule
- 2018 Oil Change and Maintenance Schedule
 - Engines every _____ hours
 - Generator every _____ hours
- Key / Combination to the boat and access to all locked containers located on the Vessel.
 - Key Location/Combination _____

Turnaround Schedule

Turnaround packages require six (6) hour minimum between check-off and check-on. Specific time requests require prior approval from marina management.

Available turnarounds:

- Check Off 9:00am – Check On 3:00pm**
- Check Off 10:00am – Check On 4:00pm**
- Check Off 11:00am – Check On 5:00pm**

Check on day: _____ Time: _____

Check off day: _____ Time: _____

Confirmation Form and Fees

Confirmation forms are required to be turned in to the Marina Services Office at least **2 weeks** prior to a scheduled trip. Please initial below acknowledging that you and all owners of the vessel are aware of the following fees for changes to the turnaround schedule.

_____ **Late Confirmation Form Fee: \$50.00** _____ **Early Check On Fee: \$50.00**

_____ **No Confirmation Form Fee: \$100.00** _____ **Late Check Off Fee: \$100.00**

Repair Authorization

I, _____, as _____ (title) authorize Bullfrog Marina Services to charge our open account number or credit card number for no more than **\$500.00 per incident** for: any needed charges to facilitate on board supplies, care taking services, mechanical repairs or fuel that may be required at any time. I understand, Bullfrog Marina Services will not call, write or fax for my authorization for any necessary services totaling less than \$500.00. I also understand that Bullfrog Marina Services will provide me with a statement of all such charges at the end of each billing cycle. Payments for all services are due by the end of the monthly cycle.

Credit Card Account: _____ EXP _____/_____

A/R Account: # _____

Create/Use Another Account 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. **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.**
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.

11. VESSEL OWNER(S) 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 Corporation assumes 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- _____ **Date-** _____

Vessel Name - _____

Approved By- _____ **Date-** _____

Approved Owners

Name	Email	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____