



LAKE POWELL
RESORTS & MARINAS

Marine Service Center

Wahweap Marine Service Bullfrog Marine Service
8112 Lake shore Drive Po Box 4055
Po Box 1597 Bullfrog Ut 84533
Page, AZ 86040 Phone 435-684-3040
Phone 928-645-1071 Fax 435-684-3005
Fax 928-645-1169

DM# _____ Cust# _____ Date Received: _____

PLEASE PRINT

Name: _____ Boat Name: _____

Mailing Address: _____ State: _____ Zip: _____

City: _____

Phone Numbers: _____

Work _____ Home/Cell: _____ Fax: _____

EMAIL ADDRESS: _____

Location: Buoy #: _____ Dock: _____ Slip #: _____ Dry Storage #: _____

Make of Boat: _____ Description: _____ Length: _____ Year Manufactured: _____

Location of Keys: _____ Date(s) Boat will be available: _____ Requested Due Date _____

Please describe in detail services, dates, and special instructions requested. Include engine type, make, and year.

Service Charges

Labor Rate: \$120 / Hour and \$160 for walk-in priority
Rates double after hours for all services
Diagnostic Charge: \$150
Shop Supply Charge: 5% of job cost up to \$20
Environmental charge: \$2.00
A 50% Deposit will be taken on all work orders over \$500 and full value on all parts orders
Bill to account is only available with credit card on file
Vessels will not be released until payment is made in full

Authorizing Signature: _____

METHOD OF PAYMENT (Sorry we do not accept checks) Services will not be started until a credit card number and an authorizing signature are provided.
FOR YOUR PROTECTION CREDIT CARD INFORMATION IS NOT KEPT ON FILE

Credit Card # (AMEX/DISC/IMC/MISA): _____ Exp Date: _____ CW# _____

Name on Card (PRINT): _____ WO: _____



VESSEL SERVICE AGREEMENT

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 and/or his/her/its authorized agent, by signing this Agreement, agrees to be bound by every one of its terms and conditions. Owner authorizes Aramark Sports and Entertainment Services, LLC d/b/a Lake Powell Resorts & Marina (“LPRM”) to preform services described in this agreement, which shall be governed by these terms and conditions.

Assumption of Risk Customer authorizes LPRM to operate the Vessel on waterways to test, inspect, pick up and/or deliver the Vessel and acknowledges that any such operation shall be at the Customer's risk. Customer accepts responsibility for the seaworthiness of the Vessel and agrees to inform LPRM of any operational deficiencies before operation

TERMS OF PAYMENT: Customer agrees to pay for all services, parts, labor and materials described in the Work Orders and for all other incidental services, parts, supplies, and materials which are, in the opinion of LPRM, reasonably necessary to perform the work specified by the Customer and in the Service Agreement and the Work Orders. Prior to commencement of work, Owner shall pay a down payment equal to fifty percent (50%) of the estimated charges. LPRM may, at its option, bill work in progress weekly. All invoices are due when rendered and are not subject to any discount. For any invoice not paid within thirty (30) days after the invoice date, interest is at a rate of \$25.00 per month will be assessed from and after the invoice date, and is due and payable immediately. A final invoice will be rendered upon completion of the service order and shall be repaid before the boat leaves the service center. All charges are to be paid for upon the work's completion before release of the Vessel. Title to all consumable supplies used in connection with any repairs or modifications to the Vessel is deemed to pass to owner immediately prior to usage.

APPROVAL OF ADDITIONAL WORK: Customer agrees to pay for any additional work that they approve verbally, in writing, by email, by text message which was not included in the initial Service Agreement, or Service Request.

Warranty: Limited warranty and disclaimer of warranties. LPRM warranties to Owner that its services will be performed in a competent manner and will be free from defects in any workmanship and material for a period of thirty (30) days after completion of the services. If any defects in workmanship and materials are discovered, Owner shall promptly notify LPRM in writing thereof. Upon the return of the defective work to the LPRM facility, LPRM shall re-perform the defect portion of the service and will

Initial: _____

correct any damages to the vessel and equipment upon which the service was performed by either repairing or replacing any damage parts resulting from faulty services, at LPRM's discretion

INSURANCE: Customer agrees that they, and not LPRM, are responsible for obtaining their own liability and property insurance against loss or damage in the event of fire, theft, accident, vandalism or any other cause beyond LPRM'S control. Customer represents that it has such insurance in place. Customer agrees to defend, indemnify and hold harmless LPRM, its agents, officers, directors, shareholders and employees from liability or any property damage caused by work performed, and/or materials used by Customer and/or their contractors, guests and crew at LPRM.

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.

LIMITATION OF LIABILITY: Customer agrees that LPRM'S liability for defective workmanship or material shall be limited to the repair or replacement of the work described in the Work Order. LPRM shall be liable only for damages proved in court to have been caused by LPRM'S sole negligence. LPRM will not be liable for any consequential damages, including but not limited to lost revenue, wages, salvage or towing expense, delay or loss of use. No officer, manager, employee, servant or agent of LPRM has the authority to make any representation, promise or warranty that modifies this provision.

LIMITATION OF DAMAGES: Customer understands and accepts that LPRM will not be responsible for any type of damages in excess of the Insured Value of the Vessel

ABANDONED PARTS: Customer understands and agrees that in the course of LPRM performing the authorized work, it may be necessary to remove parts that will not be reinstalled on the Vessel. Customer agrees to specify in writing, prior to work beginning, if the parts are to be returned to Customer. If requested parts are not picked up within 30 days from invoice date, Customer agrees that the parts are abandoned and will become the property of LPRM. Customer agrees to reimburse LPRM for any disposal costs.

STORAGE CHARGES: Unless other arrangements have been made with a LPRM Service Manager, storage charges are due at the daily rate after 24 hours when LPRM is awaiting authorization to begin work, when owner is awaiting insurance claim approval, and/or awaiting deposits or payments on past due amounts. We provide 72 hours of free storage after your project is complete. Should the boat not be retrieved within that time frame, our storage fees will apply. Our storage charges are \$3.00/foot/day. Notice may be given to the Customer either verbally or in an email or in writing via U.S. Mail and/or via fax to the address and/or fax number given by Customer on the Work Order.

Lien Rights: Owner acknowledges that LPRM has, and shall have, a lien upon, and Owner hereby grants to LPRM a security interest in, the boat described in this agreement, its appurtenances and contents and all proceeds thereof as security for any unpaid sums due to LPRM for services performed by LPRM or for the use of its facilities and other services, or for any damage or liability to LPRM or other LPRM patrons

Initial: _____

or their guests or property for which Owner or Owner's guests are responsible. Owner agrees that LPRM may place upon the vessel, its contents, appurtenances and equipment, additional liens of whatever nature or secondary interests, for non-payment of dockage, supplies, necessities or other services or goods furnished by LPRM to me or the boat. Owner agrees LPRM may file or record financial statements or other instruments or documents to perfect such liens and security interests.

Attorney's Fees and Costs: If LPRM employs counsel to collect any service charges or other amounts due under this agreement, to otherwise enforce the terms of this agreement, or to foreclose a maritime lien, possessory lien or other statutory lien, or a security interests, Owner agrees to pay LPRM all costs of collection or enforcement, including attorney's fees and expenses and the cost of any legal action or other proceeding, whether or not suit is brought.

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.

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]