

**MOORAGE AND DOCKAGE AGREEMENT  
LAKE POWELL RESORTS & MARINAS**

Managed by ARAMARK Sports and Entertainment Services, LLC.

Boat Storage License No. 09-^ID^

CONTACT INFORMATION

OWNER NAME (as appears on evidence of title) \_\_\_\_\_  
CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
EMERGENCY CONTACT \_\_\_\_\_  
EMERGENCY PHONE \_\_\_\_\_

BOAT INFORMATION (the "BOAT")

BOAT NAME \_\_\_\_\_  
NUMBER OF INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN BOAT \_\_\_\_\_  
(a complete list of such individuals and their contact information must be attached to the Boat Storage License)  
HULL IDENTIFICATION NO \_\_\_\_\_  
MANUFACTURER \_\_\_\_\_ MODEL \_\_\_\_\_  
YEAR \_\_\_\_\_ TOTAL LENGTH \_\_\_\_\_ BEAM \_\_\_\_\_ HEIGHT \_\_\_\_\_  
COLOR \_\_\_\_\_ REGISTRATION NO \_\_\_\_\_  
INSURANCE COMPANY \_\_\_\_\_  
POLICY \_\_\_\_\_ INSURANCE PHONE \_\_\_\_\_

ANY CHANGES TO THE ABOVE SHALL BE REPORTED IN WRITING TO THE MARINA OFFICE IMMEDIATELY

INITIAL TERM OF AGREEMENT

START DATE OF AGREEMENT \_\_\_\_\_ EXPIRATION DATE 12/31/2009  
PROPERTY \_\_\_\_\_ SPACE No \_\_\_\_\_

This Moorage and Dockage Agreement (this "Agreement") is made by and between ARAMARK Sports and Entertainment Services, LLC., an authorized concessioner ("Concessioner") of the National Park Service ("NPS"), and the owner ("Owner") listed above:

**MOORAGE, DOCKAGE AND FEES**

1. Owner shall be permitted to use the moorage or dock space referred to above solely for the mooring or dockage of the BOAT described above for recreational purposes. The moorage or dockage referred to above shall not be used for any commercial purpose which includes, but is not limited to: the sale of personal property (including the BOAT or other vessels), timeshare operations, sub-leasing, rentals, or any other commercial visitor service; or for any other purpose referenced (directly or indirectly) in or related to NPS-48, Ch.29, Page 3. As a guideline, the total length of the BOAT may be no greater than 10% more or less than the length of the slip. This 10% guideline will be applied at the discretion of marina management. Concessioner is licensing the moorage or dockage to Owner on an "AS-IS" basis with no written or oral representations, warranties or guaranties by Concessioner, its agents or employees, except as may be referenced herein. Any such previous written or oral representations, warranties or guaranties (if any) are hereby superseded in their entirety and are of no further force or effect.

2. Owner agrees to pay Concessioner moorage and dockage fees not to exceed current rates approved by NPS ("Fees"). Concessioner will use the methodology as prescribed by NPS to determine the calculated Fees, which such methodology is subject to change from time to time by NPS in its discretion. The Fees include reasonable electrical service; provided, however, Concessioner may charge Owner additional fees for electricity usage in the event of an increase in electricity prices. In such case, the additional fees for electricity usage shall be included as part of the Fees. Concessioner reserves the right at any time to separately meter or sub-meter for electricity. Where metered services are available to Owner, charges for such metered services will be based on actual usage, and Owner shall promptly pay all charges for demand, use and consumption as and when billed by Concessioner.

**TERM**

3.a. This Agreement shall become effective and remain in effect from the first date set forth above and shall continue until the earlier of the expiration date stated above or until terminated either by Owner or Concessioner in accordance with the terms of this Agreement. Under no circumstances shall the initial term of this Agreement exceed one year. Upon 30 days notice, this Agreement may be updated and/or amended and reissued and the new License Agreement will become in effect. At the expiration date of the initial term, this Agreement automatically will be extended on a month to month basis and rent will continue to accrue until Owner gives 30 days written notice to cancel use of the dockage or moorage. Owner shall have the right to terminate this Agreement upon thirty (30) days written notice to Concessioner. Concessioner may terminate this Agreement upon thirty (30) days written notice to Owner or, with less than thirty (30) days written notice pursuant to any of the other applicable provisions permitting a shorter termination period.

3.b. It is the policy of Concessioner to maintain a current Moorage and Dockage Agreement for each occupied storage space. You are offered a monthly rate in return for committing to, and complying with, the terms of the Moorage and Dockage Agreement. If you have not completed a fully executed Moorage and Dockage Agreement, you are not eligible for the monthly rate and instead will be billed at a nightly rate.

## OWNERSHIP

4. On an annual basis and no later than May 1<sup>st</sup> of each year, Owner shall provide Concessioner with a copy of the current registration for the BOAT, and such other written evidence of ownership as Concessioner may require. A current photograph must be provided upon the acceptance of this Agreement. In the event the BOAT is owned by a legal entity other than an individual (i.e., corporation, partnership, trust, etc.), Owner shall provide Concessioner with evidence and information satisfactory to Concessioner with respect to, but not limited to, the following: the owner entity of record, validity and formation of such owner entity, which may include, but not be limited to: the entity's articles of incorporation, certificate of good standing or other proof that the entity currently exists, by-laws, partnership agreement, operating agreement; any and all other documents of formation, a complete list of all shareholders if a corporation or partners if a partnership, with such individuals' addresses, certification of Owner's officers, directors, managers, and other authorized representatives of Owner, and certification of the authority of the individual signing this Agreement to do so.

5. To comply with NPS regulations and policies, Owner shall provide Concessioner with a current list of all of the individuals who have a direct or indirect (i.e., through legal entities) ownership interest in the BOAT, along with those individuals' addresses and contact information. Owner, and the person signing on behalf of Owner, if such Owner is not an individual, represent and warrant that Owner owns a percentage interest in the BOAT at least equal to or greater than the interest owned by any other entities or individuals that also own an equity interest in the BOAT and are not party to this Agreement. In the event Owner provides Concessioner with inaccurate, incomplete and/or misleading information, the result of which would be a material misstatement by Owner, under this Agreement or relating thereto, Concessioner shall have the right to immediately terminate this Agreement if, upon notification by Concessioner, such information is not updated by Owner in thirty (30) days. Any party holding a security/lien interest in the boat must be listed separately with name, address and contact information. For purposes of ownership and ownership interest, any party holding only a security/lien interest in the boat is not deemed an Owner.

6. Owner shall be the same individual/entity listed on the title and registration of the BOAT. It is Owner's responsibility to promptly advise Concessioner of any changes in the mailing address or contact information set forth above. Owner's failure to provide the required ownership information set forth in this Agreement will result in an administration fee, approved by NPS, levied against Owner for each month that such information is outstanding. Such fee may be assessed commencing thirty (30) days after delinquency is cited by Concessioner and Owner is notified. The administration fee, due monthly, is non-prorated and non-refundable. Owner's payment of the administration fee will not permit Owner's continued non-compliance with the terms set forth above. At any time commencing thirty (30) days after delinquency is cited by Concessioner and Owner is notified, Concessioner retains the right to immediately terminate this Agreement for Owner's failure to provide such ownership information required by this Agreement.

## RISK OF LOSS/ACKNOWLEDGEMENT OF RISK

7.A. **Acknowledgement of Risk. This agreement is for the use of moorage or dock space only. Such space is to be used at the sole risk of Owner. Owner acknowledges that he is aware that the interiors and maintenance of the boats in the marina moored or docked in the marina by other boat owners is exclusively controlled by the respective boat owners and that flammable liquids and materials are stored upon said boats. Owner hereby assumes the risk of fire and or other damages which may be caused to Owner's boat by the dockage or moorage of other boats, and agrees that said boat's maintenance or condition is not the responsibility of the Concessioner. Concessioner shall not be liable for the care or protection of the Owner's boat, including her gear, contents, and equipment.**

7. B. Risk of Loss. Consistent with the aforementioned Acknowledgement of Risk, the Owner acknowledges that the dockage or moorage of the BOAT shall be solely at Owner's risk and peril, and the Concessioner's liability, if any, does not increase as a result of this agreement. The Owner acknowledges that the Concessioner maintains no insurance covering the BOAT.

## INSURANCE

8. Owner agrees to maintain the following insurance coverages, with rated and reputable insurance companies, covering the BOAT and any other auxiliary vessel and/or equipment, throughout the entire term of this Agreement: (a) watercraft liability or protection and indemnity insurance in the minimum amounts of \$500,000 per occurrence, combined single limit cover with no more than a \$5,000 or 1% deductible, whichever is greater, for bodily injury and property damage; (b) pollution liability and excess collision liability in the minimum amount of \$500,000 per occurrence, combined single limit; and (c) hull and machinery, including physical damage insurance, in amounts sufficient to cover the actual value of the BOAT, including its contents and any auxiliary vessel and equipment. All policies and insurance obtained by Owner shall contain a waiver of subrogation in favor of Concessioner, ARAMARK Sports and Entertainment Services, LLC. Owner will further, in any and all policies of insurance mandated by this provision, have ARAMARK Sports and Entertainment Services, LLC. named and listed as additional insured. Owner will provide that all insurance policies either contain a waiver of subrogation in favor of the NPS or name the NPS as an additional insured, or both. Upon execution of this Agreement and annually on or before May 1<sup>st</sup> thereafter, Owner shall provide to Concessioner a certificate of insurance, to the extent reasonably requested by Concessioner, and a copy of the insurance policy or policies will be made available to the Concessioner upon request, evidencing that the above required insurance coverage has been placed and is in force, which shall include a provision requiring the insurer to provide thirty (30) days written notice to Concessioner for cancellation or non-renewal of the insurance. If insurance coverage changes are made by Owner during the course of this Agreement, Owner has an absolute obligation to provide immediate notice thereof and all required substantiation to Concessioner. Salvage Insurance is not required but is recommended to cover the BOAT in the event of the BOAT sinking at berth or while on Lake Powell. Owner's failure to submit proof of insurance as set forth above will result in an administration fee, approved by NPS, to be levied against the BOAT on a monthly basis. Such fee may be assessed commencing 30 days after delinquency is cited by Concessioner and Owner is notified. The administration fee, due monthly, is non-prorated and non-refundable. Owner's payment of the administration fee will not permit Owner's continued non-compliance with the terms set forth above. If Concessioner does not receive proof of insurance as set forth above, Concessioner retains the right to terminate this Agreement immediately.

## CLAIMS AND INDEMNITY

9. A. The Owner acknowledges that it enters into this agreement as a voluntary action to receive the benefits of storing the BOAT at Glen Canyon National Recreation Area. The Owner acknowledges that it assumes all responsibility and risk for piloting, docking, and mooring the BOAT and assumes all responsibility and risk for the actions necessary to secure the BOAT appropriately so as to prevent damage to the BOAT and other property. The Owner acknowledges that certain inherent risks exist in docking or mooring the BOAT on Lake Powell including, without limitation, the damage or destruction of the BOAT at the marina and takes full responsibility for any and all damages that may occur to the BOAT or persons on or near the BOAT resulting from the inherent risks and dangers whether or not specifically identified herein.

9. B. Bailment. Without limiting the generality of Paragraph 9.A above, and anything in this Agreement to the contrary notwithstanding, the Owner agrees and acknowledges that the Concessioner is and shall be under no obligation whatsoever to accept or receive for safekeeping any property of Owner; and nothing in this Agreement is intended to create any bailment relationship between the parties hereunder. To the extent that the Concessioner should nevertheless affirmatively agree with the Owner to accept for safekeeping any property of the Owner, then the Owner agrees and acknowledges that any such bailment is solely for the benefit of the Owner, shall be a gratuitous bailment as opposed to a bailment for hire and, accordingly, Concessioner shall only be responsible for any damage or loss thereof to the extent arising from Concessioner's gross negligence or willful misconduct.

## RELOCATION OF BOAT

10. It is agreed and understood that Concessioner may, without prior notification to Owner, move the BOAT from the dockage or moorage at Concessioner's expense, to any other dockage or moorage space in the marina, anchorage or the dry storage area. Owner consents to the relocation of the BOAT as made by Concessioner. While Concessioner shall attempt to notify Owner prior to its moving the BOAT, Concessioner is under no obligation to do so; however, if Concessioner is unable to notify Owner prior to moving the BOAT, Concessioner shall provide Owner with notice as soon as is practicable that the BOAT has been moved.

## SECURING THE BOAT

11. Owner shall be responsible for taking all necessary precautions to properly and adequately secure the BOAT to the dock or moorage; and Owner shall likewise be responsible for all damage which may occur to Owner's BOAT, or to any other property or vessels other than the BOAT on account of the Owner's failure to properly and adequately secure the BOAT. If, in the reasonable judgment of Concessioner, the BOAT, whether tied to a slip or moored to a buoy, is inadequately secured by Owner, Concessioner may, but shall not be required or obligated, to resecure the BOAT, including providing of additional or replacement lines, at Owner's expense and liability; and Concessioner may levy a reasonable administrative fee,

subject to NPS approval upon Owner for Owner's failure to adhere to this provision. Except where Concessioner affirmatively undertakes to resecure the BOAT, then consistent with the Acknowledgement of Risk in Section 7.A. herein, Concessioner shall not be responsible for securing the Owner's BOAT or the adequacy of any lines securing the BOAT to the slip or from the BOAT to the mooring buoy.

#### **ENVIRONMENTAL**

12. In the event of a discharge or spill of petroleum products, solvents, trash, debris or other wastes which cause a film or "sheen" upon, or discoloration of the surface of, the water or a sludge or emulsion deposited beneath the surface of the water or upon adjoining shorelines, the BOAT's Owner is obligated to immediately report it to Concessioner, the Glen Canyon National Recreation Area (the "GCNRA") and the Environmental Protection Agency regional office in Utah at 800-227-8917 or, in Arizona, at 800-300-2193. In the event of any discharge or spill, whether hazardous or non-hazardous, Owner will be fully responsible for any costs associated with the cleanup and any consequential damages therefrom. While Concessioner may, at its option, undertake a cleanup of any discharge or spill, it will be at Owner's expense.

#### **ALTERATIONS/REPAIRS**

13. Owner may make alterations or repairs on the BOAT if the performance of such does not interfere with the rights, privileges and safety of other persons or property. Work may only be performed at the assigned dock space or moorage identified above. Any third party performing work on Owner's BOAT while in or upon Concessioner's premises shall obtain and present to Concessioner the following: a certificate evidencing workman's compensation coverage; authorization from NPS allowing the third party to perform work within the GCNRA; and Concessioner's required liability insurance coverage naming Concessioner and NPS as additional insureds. Owner's failure to have the aforementioned items shall result in Owner being prohibited from having such work performed on Concessioner's premises. Owner and its third party shall comply with any and all policies and procedures as required by NPS and Concessioner.

#### **CONDITION OF THE BOAT**

14. Owner represents and warrants to Concessioner that the BOAT is in all respects, and shall remain so long as the BOAT is in the marina or on Lake Powell, in a seaworthy condition. In the event that the BOAT sinks while berthed in a slip, at dockside, at a buoy or while otherwise occupying marina waters, it is Owner's obligation to dewater, raise and remove the BOAT. Concessioner will attempt to contact Owner, so that Owner may refloat and remove the BOAT. If Concessioner is unable to contact Owner, or if the BOAT poses a danger to any other vessel, object or person at the marina, Concessioner may, at its option, take steps to raise and remove or repair the BOAT at Owner's sole cost and expense and without any liability to Concessioner. Concessioner or NPS may board the BOAT at any time, without prior notice, regardless of documentation, for health, environment or safety purposes, to protect the marina or other property, and/or the public peace.

#### **FEES/DEPOSIT**

15. Upon execution of this Agreement, Owner shall place with Concessioner a security deposit equal to the amount of one month's Fees for such moorage or dockspace at the then - current rate. If at any time during the term hereof Owner fails to make any payment(s) due hereunder or is otherwise in default hereunder, Concessioner, without waiver or limitation of any other right or remedy as Concessioner may have because of such default, (i) may apply all or part of the security deposit to the payment due hereunder and (ii) may appropriate all or part of the security deposit to cure the default including, but not limited to, use of the security deposit, in order to repair damages to the assigned moorage caused by Owner and/or to defray any and all reasonably necessary expenses incurred by Concessioner in recovering possession of the slip or moorage area upon the Agreement termination because of the default. In the event this security deposit or any portion thereof shall be applied as provided herein, Owner agrees to deposit with Concessioner, within thirty (30) days after receipt of written demand from Concessioner, an amount sufficient to restore said security deposit to its original amount, and Owner's failure to do so shall constitute a breach of this Agreement.

16. All payments are due no later than the 5<sup>th</sup> calendar day of each month. Payments received after the 5<sup>th</sup> calendar day will be subject to a \$25 late payment fee. All charges must be paid in full prior to owner's removal of the BOAT from Concessioner's premises. Monthly and annual storage charges are payable in advance and are non-refundable, except as provided in Sections 21-22. Acceptance by Concessioner of storage charges in advance of any current month does not constitute Concessioner's waiver of any terms and conditions of the Agreement, nor shall such acceptance constitute any guarantee of continued usage should Owner's violations of other terms of this Agreement occur. Acceptance of any payment made for or on behalf of Owner by any other party does not waive any of Concessioner's rights under this Agreement. Statements may be mailed out by Concessioner as a courtesy reminder that payments are due. However, there is no obligation to send out such statements and the failure to send statements shall not be construed as a waiver on the part of Concessioner of its right to collect contract fees.

17. In the event Owner delivers a check drawn on insufficient funds, or which is otherwise returned as uncollected, Concessioner shall be entitled to charge Owner \$25 on all returned checks plus any and all related collection costs.

18. Following a default by Owner of the terms and conditions herein (and regardless of whether or not Owner has been provided with prior notice or an opportunity to cure such default), Owner shall pay to Concessioner all attorneys' fees and other costs incurred by Concessioner in pursuing its remedies after a default by Owner under this Agreement.

#### **COMPLIANCE**

19. Owner agrees at all times to observe and follow all NPS regulations and Concessioner's policies, regulations and procedures and all other laws, rules and regulations applicable to the moorage or dockage as the same may change from time to time. Owner agrees to maintain the BOAT in accordance with NPS regulations and policies and to use the marina and recreational facilities at the GCNRA in accordance with all NPS regulations, without limitation 36 CFR 2.61 and the GLCA Compendium. Without limiting the generality of the foregoing, The NPS prohibits the establishment of residency aboard the BOAT while the BOAT is stored under the terms of this Agreement. The term "Residency" shall mean continuous occupancy over fourteen (14) consecutive days, or more than an aggregate of thirty (30) days per year or such other time period as may be determined by NPS from time to time. Owner shall not permit or commit any act of nuisance or any other act that disturbs the quiet enjoyment of any adjoining slips, docks or moorings of other boat owners.

20. The Code of Federal Regulations (36 CFR 5.3) states, "Engaging in or soliciting any business in park areas, except in accordance with the provisions of a permit, contract, or other written agreement with the United States except as such may be specifically authorized under special regulations applicable to the park area is prohibited." Violation of this regulation, which includes illegal boat rentals, and the sale of personal property, shall result in immediate termination of this Agreement without providing Owner with written notice of default and the opportunity to cure a default.

#### **TERMINATION FOR DEFAULT**

21. This Agreement may be terminated by Concessioner upon Owner's default of any term or condition of the Agreement, any violation by Owner of the rules and regulations of NPS or any violation by Owner of the policies and procedures of Concessioner, including the "Moorage and Dockage Policies & Procedures" of the GCNRA, Lake Powell Resorts and Marinas and ARAMARK Sports and Entertainment Services, LLC., which such policies and procedures are subject to change from time to time by Concessioner in its discretion. Owner shall be entitled to receive one written notice of default or violation of rules and regulations (except where noted elsewhere in this Agreement or when a criminal act has occurred) of Concessioner and/or NPS which may be cured in a reasonable period of time. Thereafter, Concessioner may immediately terminate this Agreement without further written notice for any subsequent default or violation, including a default or violation which is different from those specified in the first written notice.

22. In the event this Agreement is terminated, Owner must make arrangements to remove the BOAT within five (5) days of notice or at a date and time acceptable to Concessioner. Owner acknowledges that Concessioner may remove the BOAT from the moorage or dockspace and store the BOAT in a dry storage area at Owner's cost, and to the extent that other provisions of this Agreement permit Concessioner to remove the BOAT sooner than five (5) days following notice (for example, because the BOAT is not seaworthy), then Concessioner may remove the BOAT in such sooner period of time. If fees or other charges owed to Concessioner by Owner pursuant to this Agreement are outstanding, all such fees and other charges must be paid in full prior to the removal of the BOAT from Concessioner's premises. Concessioner shall have a lien on the BOAT for all unpaid fees and other charges (see Section 26).

**ASSIGNMENT**

23. Owner may not enter into more than two Moorage and Dockage Agreements with Concessioner regarding buoy or slip storage within the GCNRA at one time. Owner may not assign, transfer, or pledge, by operation of law or otherwise, all or a portion of its rights in this Agreement, nor sublicense, lease, or grant any use rights in the dockage or moorage to which this Agreement pertains without prior written approval from Concessioner. Owner will notify Concessioner in writing of its desire to assign this Agreement. Such assignment will not be effective until Owner has received written approval for such assignment from Concessioner. Without limiting the generality of the foregoing, prohibited transfers may include but are not limited to: (i) the sale or transfer of all or a portion of Owner’s interest in the BOAT or, (ii) if Owner is operating as a corporation, partnership or limited liability company, or other organization, the sale or transfer of any percentage of the ownership interests in the BOAT in one transaction or a series of transactions. In the event Owner assigns, transfers, or pledges its rights in this Agreement, or sublicenses, leases or grants any use rights in its dockage or moorage in violation of the provisions of this Agreement, Concessioner shall have the right to terminate this Agreement upon written notice to Owner, which notice shall be effective upon receipt. Upon the occurrence of (i) or (ii) above, without Concessioner’s prior written consent, Owner, at its sole cost and expense or, if Owner does not do so, Concessioner, at its option and at Owner’s expense, shall remove the BOAT from the moorage.

24. If Owner fails for a period of six (6) months during the term of this Agreement to use the licensed dock slip or moorage for the mooring or dockage of the BOAT, Owner shall be deemed to have abandoned the licensed dock slip and/or buoy, unless a request for an extension has been submitted in writing and been approved by Concessioner, and this Agreement shall be terminated by Concessioner by giving thirty (30) days written notice to Owner.

25. Owner’s rights hereunder are solely for the privilege of mooring or docking the BOAT and in no event shall this Agreement constitute a bailment arrangement between Concessioner and/or NPS or Owner.

**LIEN AND SALE**

26. Owner hereby grants Concessioner a contractual lien on the BOAT and any and all vessel(s), watercraft, engines, outboard motors, fittings, furnishings and trailers of Owner stored with the BOAT for any unpaid fees, charges or payments under the terms and conditions of this Agreement or for repairs made or services provided by Concessioner and Concessioner shall have the right to possession of the BOAT and said vessel(s), watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle and to sell and dispose of the same to satisfy any unpaid fees, charges or payments herein. Owner is the owner and/or title holder to the BOAT and vessel(s), watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle stored within the BOAT and said representation by Owner is a material fact upon which Concessioner relies and upon said reliance Concessioner has entered into this Agreement. The contractual lien given by Concessioner to Owner shall be governed under the terms and conditions of the Arizona Revised Statutes Section 33-1023 and Utah Code Section 38-2-4 and Section 38-89-3 as well as any other applicable laws as appropriate (whether federal or state) in the event enforcement and foreclosure of this lien becomes necessary.

27. Owner hereby grants to Concessioner a security interest in the above stated BOAT, vessel(s), watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle, to secure payment and performance of all obligations, conditions and covenants hereunder. Default in payment of any of the obligations, conditions and covenants hereunder is a default under this Agreement. Upon such default Concessioner may declare all obligations, conditions and covenants immediately due to payable, may board, move and possess said BOAT and vessel(s), watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle and seize and dispose of said BOAT, vessel(s), watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle at a commercially reasonable sale. In the event that Concessioner elects to foreclose the lien and obtain title, or otherwise sell the BOAT and other possessions, Owner hereby appoints Concessioner as its attorney in fact to execute any and all documents necessary to transfer title to Concessioner. Concessioner hereby retains all other rights and remedies and no action or inaction by Concessioner shall constitute a waiver hereunder.

**OTHER AGREEMENTS**

28. This Agreement specifically incorporates and makes part of its terms and conditions the “Moorage and Dockage Policies & Procedures” of the GCNRA, Lake Powell Resorts and Marinas and ARAMARK Sports and Entertainment Services, LLC., which such policies and procedures are subject to change from time to time by Concessioner in its discretion. It is specifically agreed and understood by Owner that Owner’s violation of any of those Moorage and Dockage Policies & Procedures may, in accordance with this Agreement be the basis for Concessioner to terminate this Agreement.

**MISCELLANEOUS**

29. Any notice to be given hereunder shall be dated and deemed delivered when personally delivered or upon the 3<sup>rd</sup> business day after depositing in the United States mail. Any such notice shall be directed to Owner at the address listed on the first page of this Agreement, or such other address as Owner may, in writing, notify Concessioner.

30. No waiver by Concessioner of any breach by Owner of any of Owners’ obligations, agreements or covenants herein shall be construed as a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Concessioner to seek a remedy for any breach by Owner be a waiver by Concessioner of any rights and remedies with respect to such or any subsequent breach. This Agreement and the Moorage and Dockage Policies & Procedures represent the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Concessioner and Owner. All prior dealings and negotiations have been incorporated and are deemed preserved in this Agreement. Except as provided herein, this Agreement shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

Owner named above hereby enters into this Moorage and Dockage Agreement and agrees to be bound by all the terms and conditions of this Agreement. This document will not be deemed binding until it has been signed by both Concessioner’s marina manager and regional general manager or their designated representatives.

\_\_\_\_\_  
OWNER DATE

IF OWNER IS A LEGAL ENTITY

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC.

By: \_\_\_\_\_ DATE

MARINA MANAGER

Name: \_\_\_\_\_ DATE

REGIONAL GENERAL MANAGER

Name: \_\_\_\_\_ DATE

**GLEN CANYON NATIONAL RECREATION AREA,  
LAKE POWELL RESORTS & MARINAS  
ARAMARK Sports and Entertainment Services, LLC.  
MOORAGE AND DOCKAGE POLICIES & PROCEDURES**

Boat Storage License NO. 09-ID  
Property loc Space NO. slip

The following policies & procedures apply to Owner's storing and/or using a vessel within the GCNRA.

1. The BOAT identified and described under the Boat Moorage and Dockage Agreement (the "Agreement") between Owner and Concessioner is the only boat owned by Owner authorized by the Agreement to occupy a moorage (whether buoy or slip) licensed by Concessioner. In the event Concessioner, with the concurrence of the NPS, determines that an unauthorized boat is occupying that specific moorage, it is a violation of the BOAT's Moorage and Dockage Agreement and that unauthorized vessel must immediately be removed. Owner and Concessioner may enter into a separate moorage and dockage agreement for any additional boat if Concessioner determines that space is available and the new moorage application is approved. Owner shall not be entitled to let any other vessel use or occupy the moorage while the BOAT is not occupying the moorage facility, however, during such time Concessioner shall have the right to use the moorage to accommodate the dockage of another vessel without remuneration to Owner, unless metered services are being used by such other vessel, in which case, a credit for such metered services will be granted to Owner. Auxiliary vessels shall be stored on board the BOAT only. If another vessel or toy is moored to the BOAT or its moorage, Owner assumes sole responsibility for any damages that may occur to the vessel or toy or any damage to other vessels or moorages that occurs as a result of the vessel or toy occupying an area in the marina without Concessioner's prior authorization.
2. The number of persons or legal entities holding an ownership interest in the BOAT is subject to NPS regulations.
3. No part of the BOAT, or any extension thereof, shall at any time obstruct any dock or walkway. Bow pulpits, anchors, other appurtenances or any other equipment on the BOAT shall not hang over the dock or walkway. Owner shall be held responsible for any damages or injuries which arise as a result of the BOAT (including extensions and equipment) hanging over any dock or walkway. The marina may relocate or move any boat that obstructs the dock or walkway at Owner's expense.
4. No advertising or soliciting will be permitted within the GCNRA. "FOR SALE" signs or notices are not permitted to be posted on the BOAT or floats, gangways, docks, buildings or any other marina property, as per CFR 36 Part 5.1. The marina will remove any advertisement at the BOAT owner's expense.
5. The BOAT shall use only approved portable gasoline containers (or if other fuels are used, their proper containers) and have them stored on the BOAT while within the GCNRA. The approved portable gasoline and fuel containers must have the following:
  - a. Be approved by a nationally recognized testing agency.
  - b. Be clearly marked with the product contained within.
  - c. Information to the effect of DANGER GASOLINE - EXTREMELY FLAMMABLE - VAPORS CAN EXPLODE AND ARE HARMFUL OR FATAL IF SWALLOWED.
  - d. A tight-fitting closure.
  - e. Plastic containers, other than DOT approved, must be: for gasoline predominately RED, for diesel predominantly YELLOW and for kerosene predominantly BLUE, in color.
6. The BOAT shall be maintained and repaired by Owner, or by Concessioner or other commercial operator authorized by the NPS to perform the maintenance and repair of the BOAT, at Owner's sole cost and expense, in accordance with current Superintendent's Compendium.
7. No portable gasoline cans, BBQ's, appliances, bicycles, dinghies, PWC, floats, refrigerators, generators, freezers, anything obstructing free and ready access, etc. can be placed, stored or secured on dock fingers or head piers. The dock shall remain clear at all times. Hoses and marine shore power cords shall remain coiled and stored neatly. Items found on the dock, fingers or headpier may be removed at Owner's expense.
8. Owner of the BOAT shall be entitled to one (1) dock box of a type, size, color and location approved by Concessioner, for the licensed slip facility at which the BOAT is docked. A list of approved dock boxes shall be available from the marina office. All non-compliant and excess storage units will be removed at Owner's expense. Concessioner shall have no duty or obligation with regard to removed storage units.
9. All shore power cords must meet marine electrical codes and be "UL-Marine" listed. All marine power shore cords will be disconnected from the feed prior to disconnection from the vessel and shall only be reconnected to the feed after connection to the vessel. Extension cords shall not be used as shore power cords, they may be used temporarily only for boat maintenance and repair work. Marine shore power cords shall not be modified.
10. Cart storage shall be allowed only on the BOAT. Dock carts are provided for Owner's use at no charge. If Owner elects also to maintain a cart it must be stored aboard the Owner's BOAT, not on the dock, slip fingers or head pier.
11. Owner agrees not to make any alterations to the slip, dock or mooring buoy, or to temporarily or permanently place or cause to be placed any structure or fixture on or within the slip area without the prior written consent of Concessioner and on such terms and/or condition as Concessioner determines.
12. Owner must place all trash and garbage in the dumpsters provided by Concessioner or the NPS.
13. Owner shall remove batteries, solvents, oil and oil filters from the recreation area or place them in authorized recycling facility within the recreation area. Items found on the dock, fingers or headpier may be removed at Owner's expense.
14. Owner will report any item dropped into and not retrieved from the lake within the marina area to the marina office, regardless of the source.
15. When a vessel is equipped with toilet facilities and/or a marine sanitation device that is capable of overboard discharge, the vessel must have all sewage discharge hoses completely disconnected from thru-hull fittings and sewage holding tanks and the thru-hull fittings must have all discharge outlets capped or plugged so to prevent leakage.
16. Complimentary shuttle service is available to buoy field customers and their guests during normal marina operating hours only. Shuttle service may not be provided during periods of inclement weather.
17. BOATS (single and multi-owner) intended to be advertised for sale or sold within the boundaries of the GCNRA are subject to the GCNRA Policy for Boat Brokering.
18. To assist Concessioner and the National Park Service in active stewardship of Lake Powell and the surrounding environment, Owner agrees to purchase and properly maintain absorbent devices where practicable in all engine bilges, underneath generators and any other location aboard the BOAT where any potential for any accidental release of petroleum products exists.
19. Disorderly, deprecating and/or indecorous conduct which includes, but is not limited to, public intoxication, profanity or abusive language by Owner or Owner's visitors or invitees that might injure a person, cause damage to property, harm the reputation of the marina or interfere in any way with the quiet enjoyment of the marina will not be tolerated. Any BOAT that causes or threatens harm to a person or property of any Owner, Concessioner employees or member of the public will be subject to immediate removal from the marina.
20. Transfer of vessels between slips or buoys, or from one slip or buoy to another shall not be allowed without prior written approval from Concessioner.
21. Unattended heat sources are prohibited unless they are manufactured for their intended purpose and are "UL-Marine" listed. In the event of loss of power to the marina, the Concessioner will not be held liable for any damages or losses. It is suggested that Owner winterizes the BOAT prior to cold weather months.
22. No bicycling, roller-skating, roller-blading, skateboarding, or activities likely to interfere with the free and unfettered access to the docks or gangways will be tolerated. The use of motorcycles, scooters or any motorized vehicle (except for approved vehicles for the disabled) shall not be permitted on the docks or gangways.
23. No swimming, diving or watersports within the marina harbor area is permitted. Fishing anywhere on the marina including its docks and walkways, is prohibited. Fishing is only allowed in designated areas while on the marina docks. Fish cleaning is not allowed on marina property. Fish cleaning stations are available in developed areas.

24. No wild animals may be brought into the marina. All pets (domestic animals only) brought into the marina must be on a leash or enclosed and not permitted to run loose. Owners who allow their pets to defecate on the docks may find their pets barred from the marina. Owners whose pets: are not leashed, exhibit any signs of aggressiveness towards others or interfere with the enjoyment of the marina by others are not considered fully controlled. Owners with such pets will be asked to remove their animals from the marina. Owners shall be responsible for loss or damage or injury caused by pets brought into marina by Owners, their guests or invitees.

25. Children must be accompanied by a responsible adult at all times. Owners and their guests are expected to exercise control over their children. Parents will be held responsible for vandalism, thefts or other similar violations committed by their children. Running on docks or walkways is strictly prohibited. Children under 13 years of age are required, and non-swimmers are requested, to wear a Coast Guard approved Type I, II or III life vest whenever they are on the docks, piers, walkways or topside any waterborne vessels at the marina.

26. The use of torches, open flames and charcoal barbecues is prohibited. ,

27. Flammable or toxic removers, or any other hazardous chemicals or equipment is prohibited according to the current National Park Service Superintendent's Compendium.

28. All invitees of Owner, including family, guests, servants, help, labor and all others are required to follow the same policies and procedures, included herein, as Owner.

29. These Moorage and Dockage Policies & Procedures are subject to change by Concessioner and/or the NPS.

OWNER AGREES TO COMPLY WITH THE BOAT MOORAGE AND DOCKAGE STORAGE POLICIES & PROCEDURES SET FORTH HEREIN.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**PLEASE PROVIDE INFORMATION FOR OWNER AND, IF APPLICABLE, ANY ADDITIONAL INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN THE BOAT**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

3. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

4. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

5. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

6. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_