



2009
HOUSEBOAT MANAGEMENT
SERVICE AGREEMENT

Wahweap Marina Services

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2009 HOUSEBOAT MANAGEMENT SERVICE PACKAGES

Wahweap Marina Services' managed boats will be given priority over scheduled or walk-up service requests.

This agreement must be signed by the boat's representative/owner and ratified by the Wahweap Marina Services Office/Marina Manager. After Wahweap Marina Services approves this agreement, it is the responsibility of the signer to confirm Page 8 is completed with all approved owners' signatures and provided to Wahweap Marina Services.

Package prices do not include oil, fuel, labor and/or parts for any mechanical repairs or maintenance.

National Park Service (NPS) regulations prohibit Wahweap Marina Services from providing houseboat management services for boats that do not have a Long Term Rental Contract for Lake Powell dry storage, slip, or buoy moorage.

2009 Wahweap Houseboat Management Agreement

OWNER INFORMATION

Boat Name: _____

Owner/Corporation Name: _____

CHAIN OF COMMAND

	NAME	POSITION / RESPONSIBILITY	PHONE / EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

DESCRIPTION OF BOAT

MAKE _____ MODEL _____ YEAR: _____

HIN No. _____ REG/DOC No. _____ STATE _____

NAME ON BOAT _____

Storage: Slip# _____ Buoy # _____ Dry Storage# _____

PACKAGE TO BE PROVIDED

- PLATINUM PACKAGE** \$997.00 per turnaround*
- GOLD PACKAGE** \$799.00 per turnaround *
- SILVER PACKAGE** \$749.50 per turnaround *
- BRONZE PACKAGE** _____ per turnaround * (**\$625.00 Minimum**)
- CARETAKING SERVICE** _____ per Agreement*

Corporation pays Package (or)

Owner pays Package

* Any provided services that require additional time to perform, e.g. pet cleanup, excessive garbage and/or extreme filth will be billed at the established hourly rate. All services performed after posted operating hours will be billed double the normal rate.

METHOD OF PAYMENT

- Bill to Corporation Credit Card Number _____ exp. _____
- Bill to Corporation A/R Account Number _____
- Bill to Individual Owners Credit Card.
{Individual Owner will be responsible for fuel bills in all of the above options}

Email Corporation receipts to this address:

CORPORATION AGREES TO PROVIDE THE FOLLOWING*

- 2009 Owners List including mailing address, phone numbers and email for each owner
- 2009 Owners Schedule
- 2009 Oil Change and Maintenance Schedule –
 - o Engines every _____ hours;
 - o Generator every _____ hours
- Key / Combination to the boat described above and access to all locked containers located on the boat.

Key Location/Combination _____

*All information noted above MUST be provided to Wahweap Marina Services with this agreement or the agreement will NOT be approved.

Boat’s Turnaround Schedule

Turnaround packages require a six (6) hour minimum between check-off and check-on.

**Turnaround windows are: 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: _____

**Late Confirmation Form Fee: \$50.00
No Confirmation Form Fee: \$100.00
Early Board/Early Check On Fee: \$50.00
Late Check Off Fee: \$100.00**

Authorized Customer Signature: _____

Date: _____

Accepted: ARAMARK SPORTS AND ENTERTAINMENT, INC.

Date: _____

2009 REPAIR AUTHORIZATION AND CREDIT CARD/PAYMENT PROCEDURE

It is my understanding that for the 2009 season, each of our owners, before boarding, will provide Wahweap Marina Services with a valid credit card number and their authorized signature or apply for an open account for payment of their fuel and/or management package price.

If Wahweap Marina Services' charges to the owner's credit card are declined by the credit card company, Wahweap Marina Services will make two (2) attempts to collect from the owner. If Wahweap Marina Services is unable to collect from the owner, the boat corporation will be charged for the amount due. The boat corporation will also be responsible for payment of any charges that its boat owners dispute if Wahweap Marina Services is unable to collect from the individual owner.

I, _____, as _____ (title) for the vessel _____ located in space # _____ at Wahweap Marina authorize *Wahweap 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 that *Wahweap Marina Services* will not call, write or fax for my authorization for any necessary services totaling less than \$500.00. I also understand that *Wahweap 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.

Method of payment shall be:

Credit Card Account: _____ ex _____ / _____

A/R Account: # _____

Receipt should be emailed to the following member/members:

Name(s):

Email address(es):

Authorized Signer for Corporation

Date

TERMS AND CONDITIONS

1. The above named OWNER/CORPORATION, and the persons signing this Agreement, individually, and all corporate officers, directors and agents, if OWNER is a corporation, and all partners, whether their names are affixed hereto, hereby contract for the services provided by ARAMARK SPORTS AND ENTERTAINMENT, INC., Wahweap Marina Services (hereafter "SERVICES"), and agree to be liable for payment of such services, at the prevailing price schedule as specified on the National Park Service approved SERVICES' price list on file in its offices, which may be changed from time to time without notice by SERVICES. A copy of the price list will be provided to CUSTOMER. The person signing this Agreement represents that he/she has authority to bind the other persons named herein.
2. All services shall be paid in full 30 days from date of performance. A late fee, as per SERVICES' Price Schedule, may be charged on any delinquent account.
3. OWNER/CORPORATION recognizes that the acceptance of this agreement by SERVICES is subject to such availability of space as SERVICES may be able to locate from time to time. **No rights to dock, slip or buoy occupancy, overnight docking or turnaround 'boarding/debarking' docking may be inferred from this agreement.**
4. OWNER/CORPORATION hereby grants to SERVICES, and its employees, the right to move its boat from place to place as SERVICES may determine.
5. SERVICES agrees to perform the indicated services in a reasonable manner and time. In the event that such services have not been performed before the boat is to be used again, SERVICES, unless gross neglect can be shown, shall not be liable to anyone for the failure to perform such services in a timely manner.
6. Any and all repairs to the BOAT shall be performed by SERVICES, or its designated and authorized repair facility, unless otherwise provided for, in writing between OWNER/CORPORATION and SERVICES. 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 OWNER/CORPORATION agrees to look solely to such warranty and not to SERVICES.
7. SERVICES' pilots reserve the right to refuse to pilot BOAT 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 BOAT to a designated "high wind" dock which may or may not be convenient for OWNER/CORPORATION. Piloting back to BOAT'S contracted moorage will be performed at established piloting rates. In the event of unsafe conditions SERVICES will provide the necessary additional staff and equipment to land boat safely and additional charges may apply.
8. OWNER/CORPORATION agrees and acknowledges that SERVICES is and shall be under no obligation whatsoever to accept or receive for safekeeping any property of OWNER/CORPORATION; and nothing in this Agreement is intended to create any bailment relationship between the parties hereunder. To the extent that SERVICES should nevertheless affirmatively agree with the OWNER/CORPORATION to accept for safekeeping any property of the OWNER/CORPORATION, then the OWNER/CORPORATION agrees and acknowledges that any such bailment is solely for the benefit of the OWNER/CORPORATION, shall be a gratuitous bailment as opposed to a bailment for hire and, accordingly, SERVICES shall only be responsible for any damage or loss thereof to the extent arising from SERVICES gross negligence or willful misconduct.
9. OWNER/CORPORATION or SERVICES reserves the right to cancel this agreement at any time and for any reason whatsoever, in writing.

This Agreement is subject to all terms and conditions set forth on this agreement.

Authorized Customer Signature: _____

Date: _____

Accepted: ARAMARK INC. _____

Date: _____

APPROVED OWNERS

NAME	SIGNATURE	PHONE / EMAIL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____