

AGREEMENT EXPIRATION DATE: 6-9-05

Boat Storage License No. _____

This Boat Storage Agreement ("Agreement") is made this 9th day of June, 2003 by and between ARAMARK Sports and Entertainment Services, Inc., an authorized Concessioner ("Concessioner") of the National Park Service ("NPS") and the Owner listed below:

OWNER NAME Blane Jensen CONTACT _____

ADDRESS P.O. Box 442, Gunnison STATE UT ZIP 84634

EMAIL sumrfun@3bm.com

HOME PHONE 435-528-7375 WORK PHONE 435-835-2191

DESCRIPTION OF BOAT ("BOAT")
MAKE Americraft YEAR 1990 BOAT NAME Sum-R-Fun

LENGTH 65' BEAM 17'6" HEIGHT 7'1" DOCUMENTED: YES _____ NO X

REGISTRATION NO. UT0724SP HULL IDENTIFICATION NO. AMC 000030090

NUMBER OF OWNERS SHARES _____

PROPERTY Bullfrog SLIP NO. M-1 BUOY NO. — DRY STORAGE NO. —

MOORAGE AND FEES

1. Owner shall be permitted to use the moorage referred to above only for the mooring or storage of the BOAT described above and only for recreational purposes. Concessioner is licensing the moorage to Owner on an "AS-IS" basis with no written or oral warranties or guarantees. The moorage referred to above shall not be used for any commercial purposes, including, but not limited to, timeshare operations, sub-leasing, rentals, or any other commercial visitor service. The Owner agrees to pay Concessioner fees for such moorage at the then current rates approved by NPS ("Fees"). To the extent these fees are determined on the basis of size, they shall be determined upon the total length of the BOAT, the length of the slip, or the length of the slip and the length of the slip when platforms or structures have been approved to be placed within the confines of a slip whichever is greater. 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. The Fees charged by the Concessioner includes 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 anytime to separately meter or sub-meter for electricity, and the Owner shall promptly pay all charges for demand, use and consumption as and when billed by Concessioner. This Agreement shall be in effect from the first date set forth above and shall continue until the expiration date or until terminated either by Owner or Concessioner in accordance with its terms.

OWNERSHIP

2. On an annual basis and no later than May 1st, Owner shall provide Concessioner with a copy of the current registration of the BOAT, current photograph of the BOAT and such other evidence of ownership as Concessioner may require. In the event the BOAT is owned by a legal entity other than an individual, the Owner shall provide Concessioner with evidence and information satisfactory to Concessioner with respect to, but not limited to, the following: the owner of record, validity and formation of such owner entity, which may include, but not be limited to, the Articles of Incorporation, by-laws, partnership agreement, operating agreement, or other documents of formation, certification of the 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. Owner shall also provide Concessioner with a current list of all of the parties who have an ownership interest in the BOAT, along with those parties' addresses and contact information. In the event Owner provides Concessioner with inaccurate, incomplete and/or misleading information under this Agreement or relating thereto, Concessioner shall have the right to terminate this Agreement. The Owner listed above shall be the same person/entity listed on the title and registration of the BOAT. It is Owner's responsibility to advise Concessioner of any changes in the mailing address or telephone numbers set forth above.

INSURANCE/RISK OF LOSS

3. The moorage of the BOAT shall be at Owner's risk. Owner agrees to maintain the following insurance, with reputable insurance companies, covering the BOAT and any other auxiliary vessel throughout the term of this Agreement: A) watercraft liability or protection and indemnity insurance in the minimum amount of \$500,000 per occurrence combined single limit for bodily injury and property damage, including pollution liability arising from the BOAT, and naming ARAMARK Sports and Entertainment Services, Inc. and the United States National Park Service as additional insureds; B) hull physical damage insurance in amounts sufficient to cover the BOAT, its contents and any other auxiliary vessel including a waiver of subrogation in favor of ARAMARK Sports and Entertainment Services, Inc. and the United States National Park Service. Upon execution of this Agreement, and annually thereafter, Owner shall provide to Concessioner a certificate of insurance evidencing the above required insurance coverage which shall include a provision for 30 days prior written notice to Concessioner of cancellation or non-renewal of the insurance. If Concessioner does not receive proof of insurance, Concessioner may automatically terminate this Agreement. Owner shall maintain all necessary insurance covering the BOAT and its contents.

TERMS

4. This license agreement will be automatically extended month by month by the Owner paying rents for future periods of the moorage use within the payment terms. The parties shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other, unless otherwise provided herein.

RELOCATION/SECURING BOAT

5. Concessioner may move the BOAT from the moorage, at the Concessioner's expense, to any other moorage space in the anchorage or dry storage area. The Concessioner shall attempt to notify Owner prior to the Concessioner's moving the BOAT; however, if Concessioner is unable to notify Owner prior to moving the BOAT, Owner consents to the relocation of the BOAT, and the Concessioner shall provide Owner notice that the BOAT has been moved.

6. Owner shall be responsible for taking all necessary precautions to secure the BOAT to the moorage. If, in the judgment of the 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 to, provide additional securing lines at Owner's expense and liability. Concessioner assumes no liability for securing the BOAT, the adequacy of the slip securing lines or the tether line from the BOAT to the buoy.

INDEMNITY

7. Owner agrees to indemnify and hold harmless Concessioner for any and all claims for damage, losses, demands, causes of action or liabilities of any kind including attorneys fees, (collectively referred to as "claims") for personal injuries, including death, or damage to property arising out of the use by Owner (including Owner's family, agents, guests, or invitees) of the BOAT, or the license of the moorage except for such claims which result from the sole negligence or intentional acts of Concessioner. The Owner agrees that the Concessioner, including its agents and employees, shall not be held liable for damages attributable to any claims which do not result from the sole negligence or intentional acts of the Concessioner. Owner hereby RELEASES and WAIVES any and all claims that Owner may have now or in the future against the NPS, Concessioner and any of their agents, officials, employees, officers, directors or volunteers.

The Owner Named Above hereby enters into this Boat Storage Agreement and agrees to be bound by all the terms and conditions stated herein

including the terms and conditions printed on the reverse side of this Rental Agreement. This document will not be deemed been signed by both the Concessioner's Marina Manager and the Regional GM.

OWNER or ENTITY REPRESENTATIVE _____ Date _____

Concessioner : ARAMARK Sports and Entertainment Services, Inc.

APPROVALS

MARINA MANAGER _____ DATE _____

REGIONAL GM _____ DATE _____

ENVIRONMENTAL

8. In the event of any discharge, or spill of petroleum products, solvents, trash, debris, or other wastes from the BOAT, whether hazardous or non-hazardous, the Owner will be responsible for the spill. The Concessioner may undertake the cleanup at the Owner's expense.

ALTERATIONS/REPAIRS

9. 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 in the assigned moorage named above. Any third party performing work on Owner's BOAT while in or upon the Concessioner's premises shall obtain the following and shall comply with any policies and procedures as required by NPS and/or the Concessioner: a certificate evidencing workman's compensation coverage, authorization from the NPS allowing the third party to perform work within the Glen Canyon Recreation Area and Concessioner's required liability insurance coverage naming Concessioner and NPS as additional insured's. Owner's failure to have the aforementioned items shall result in Owner being prohibited from having such work performed on the Concessioner's premises. The Concessioner may charge additional fees approved by the NPS for Owner contracting for services other than are provided by Concessioner. Owner represents and warrants to Concessioner that the BOAT is, and shall remain so long as the BOAT is in the marina at Lake Powell, in a seaworthy condition. In the event the BOAT sinks while berthed in a slip, at dockside or while otherwise occupying marina waters, Concessioner will attempt to contact Owner. If Concessioner is unable to contact the Owner, the Concessioner may take steps to raise, remove and/or repair the BOAT at the Owner's sole cost and expense and without liability to Concessioner.

FEES/DEPOSIT

10. Upon execution of this Agreement, Owner shall place with Concessioner a security deposit equal to the amount of two months Fees for such slip or buoy 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 payments 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 moorage area upon the termination because of the default.

11. All payments are due no later than the 5th calendar day of each month. Payments received after the 5th calendar day will be subject to a \$25 late payment penalty. All charges must be paid in full prior to removal of the BOAT from the Concessioner's premises. Monthly and Annual storage charges are payable in advance and are non-refundable, except as provided in Section 13. Statements may be mailed out as a courtesy reminder that payments are due.

12. In the event Owner delivers a check drawn on insufficient funds, or otherwise returned as uncollected, Concessioner shall be entitled to charge Owner \$25.00 on all returned checks, plus accrued interest. Owner shall pay to the Concessioner all attorneys' fees and other costs incurred by Concessioner in enforcing the terms of this Agreement.

COMPLIANCE

13. Owner agrees to observe all NPS Regulations, Concessioner policies, regulations and procedures and all other laws and regulations applicable to the moorage as the same may change from time to time. Owner agrees to maintain the BOAT in accordance with NPS policies and to use the marina and recreational facilities at Glen Canyon National Recreation Area in accordance with the National Park Service Regulations, including Superintendent's current compendium. Without limiting the generality of the foregoing, NPS Regulations prohibit 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 thirty (30) days per year, or such other time period as may be determined by the 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 or docks of other boat owners.

14. 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 shall result in immediate termination of this Agreement without providing Owner with written notice of default and the opportunity to cure a default.

TERMINATION

15. 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 the NPS or any violation by Owner of the Policies and Procedures of the Concessioner, including the Concessioner's Moorage Policies and Procedures, as amended, which are subject to change by Concessioner at its discretion. Owner shall be entitled to receive one written notice of default or violation of rules and regulations (except where noted elsewhere in Agreement) of Concessioner and/or the NPS which may be cured, and thereafter, Concessioner may 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.

16. In the event this Agreement is terminated, Owner must make arrangements to remove the BOAT at a date and time acceptable to Concessioner. Owner acknowledges that Concessioner may remove the BOAT from the slip or buoy and store the BOAT in a dry storage area, at Owner's cost. If Concessioner terminates this Agreement, advance charges, if any, and the security deposit will be refunded to Owner after deduction of any impound fees or other charges owed to Concessioner by Owner pursuant to this Agreement. All charges must be paid in full prior to the removal of the BOAT from the Concessioner's premises.

ASSIGNMENT

17. Owner may not enter into more than two Boat Storage Agreements with Concessioner regarding buoy or slip storage at the Glen Canyon National Recreation Area 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 moorage to which this Agreement pertains ("Assignment") without prior written approval from the Concessioner. Owner will notify Concessioner in writing of its intent to assign this Agreement prior to such change. Concessioner must approve such changes in writing prior to the transfer of the BOAT and/or Owner. Without limiting the generality of the foregoing, (i) the sale or transfer of all or a portion of Owner's interest in the BOAT or (ii) if Owner is a corporation, partnership or limited liability company, the sale or transfer of more than 50% of the ownership interests in the Owner in one transaction or a series of transactions, shall constitute a prohibited assignment of the Agreement. In the event Owner assigns, transfers, or pledges its rights in this Agreement, or sublicenses, leases, or grants any use rights in, its 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 14 (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.

18. If the Owner fails for a period of six (6) months during the term of this Agreement to use the licensed moorage for the mooring or storage of the BOAT, Owner shall be deemed to have abandoned the licensed slip and/or buoy and this Agreement shall be terminated by Concessioner by giving thirty (30) days written notice to the Owner. Owner's rights hereunder are solely for the privilege of mooring or storing the BOAT and in no event shall this Agreement constitute a bailment arrangement between Concessioner and/or NPS and Owner.

LIEN

19. Owner hereby grants Concessioner a possessory or Maritime lien on the BOAT moored or stored pursuant to this Agreement as security for any unpaid fees or other amounts due and owing for this license of the moorage or for repairs made, or services provided, by Concessioner to the BOAT. Owner also agrees that the lien may be foreclosed under the terms and conditions of 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 in the event enforcement and foreclosure of this lien becomes necessary. In the event that Concessioner elects to foreclose the lien and obtain title, Owner hereby appoints Concessioner as its attorney in fact to execute any and all documents necessary to transfer title of the BOAT to Concessioner.

MISC.

20. No waiver by Concessioner of any breach by Owner of any of Owner's obligations, agreements or covenants herein shall be 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 Policies and Procedures represent the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Concessioner and Owner. Except as provided herein, this Agreement shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

Please note that the information provided above is provided to Glen Canyon National Recreation Area, National Park Service, an agency of the Federal Government. Therefore, this information is subject to Title 18 U.S.C., Part I, Chapter 47, Section 1001 and the National Park Service may take enforcement action under this statute which provides that any person who knowingly and willfully falsifies, conceals or covers up a material fact or makes any materially false, fictitious, or fraudulent statement or representation or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, fraudulent statement or entry shall be fined or imprisoned not more than 5 years, or both.