

# Lake Powell

May 12,2003

CERTIFIED MAIL

Dear Slip/Buoy/Dry Storage Customer:

It is the beginning of a new boating season on Lake Powell and a good time to send out new Boat Storage Agreements to update our files.

Enclosed you will find the 2003 Boat Storage Agreement for your boat's moorage at Lake Powell. Please review the information that has been completed. If any items are not correct, please draw a single line through the information, complete with the correct information and initial. If any section is highlighted, please complete in full. Please read through this document in its entirety (front and back), sign and date. If you make any changes to the body of the Boat Storage License, this will void the Agreement.

You will also find enclosed the updated Moorage Policies and Procedures. If you make any changes to the body of the Moorage Policies and Procedures, this will void the Agreement. Please read through this document in its entirety (front and back), sign and date. You will need to complete the section that refers to the current owners of the vessel. If your boat has more than the 6 owners we have provided for on the form, you will need to attach the complete list when you return these documents.

An acknowledgement has been included which indicates that with the mailing of this Boat Storage License any prior Boat Storage License that has been issued will be nullified. This acknowledgement needs to be signed where indicated and returned with the above forms and information.

A checklist has been provided to assist you in knowing what our needs are in keeping up to date files. Each item is required to be returned to our offices along with the signed Boat Storage Agreement and the Moorage Policies and Procedures. These items must be returned to us no later than June 30,2003. Failure to return all items requested may result in the cancellation of any existing Boat Storage Agreements and your boat being removed from its moorage at Lake Powell.

We wanted to take this time to explain the procedures and form required for boat, owner or moorage changes within Glen Canyon National Recreation Area.

## **Moorage Transfers/Boat Transfers/ Moorage Applications:**

- **Moorage Transfers:** When the boat is changing in ownership in any way. This includes adding, subtracting, or changing who the owners of the boat are.
- **Boat Transfers:** When the ownership stays the same and the boat is being replaced by a different boat. As a guideline, the total length of the boat may be no smaller or larger than 10% of the length of the slip. Boats that are currently in slips which exceed this guideline will be considered grandfathered to the current length for that boat only. When a new boat is requested to be placed in the moorage, the guideline will be applied.
- **Moorage Applications:** When a moorage is filled from the waitlist, this form is used for the person on the waitlist who is contacted to apply for the available moorage.

These definitions and new procedures have been in place for several months to guide changes to the ownership of vessels, changes to Boat Storage Agreements, and new applicants who are called from the waitlist to apply for the available moorage. A form is in place and is available from each marina that is used for transactions that fall into the above categories. The form must be completed in full with all the required submittals. The form will be reviewed by Lake Powell Resorts & Marinas as well as the National Park Service. No form will be reviewed for approval unless the moorage account is current with no monies owed.

These procedures are in place to help identify transactions where possible commercial activity may be involved and/or the terms of the Boat Storage Agreements have been violated. In these cases, applications may be denied and we will be assigning the moorages from the waitlist.

**Ownership Information:**

By May 1st of each year, the Owner must provide us with a current copy of the registration of the boat, a current photograph of the boat and a current owners list for the boat with addresses and contact information. If this ownership changes during the year, you are required to notify us immediately. As of June 1, 2003, the sale of any boat or a share on any boat must be processed through our Boat Brokerage Department. ARAMARK is the only authorized broker for Wahweap, Bullfrog, Halls Crossing and Hite Marinas. These changes must be submitted on the Moorage Transfer Form and will go through the approval process. The Boat Brokerage Department will facilitate the completion of this form and any required submittals. The registration documentation for the boat must match with the Owner listed on the Boat Storage Agreement.

**Insurance:**

Every year, the Owner must provide us with a current copy of the insurance certificate for the boat listed on the Moorage Agreement. The insurance certificate must include a list of all individuals with ownership interest in the vessel. The insurance requirements are as follows:

- Watercraft Liability or Protection and Indemnity Insurance in the minimum amount of \$500,000 per occurrence combined single limit for bodily injury or property damage. This must include pollution liability which might arise out of the boat.
- Hull Physical Damage Insurance in an amount sufficient to cover the boat, its contents and any auxiliary vessel that might be stored on the boat.
- ARAMARK Sports and Entertainment, Inc and the United States National Park Service must be named as additional insured on the Insurance Policy.
- This must include a waiver of subrogation in favor of ARAMARK Sports and Entertainment, Inc and the United States National Park Service.
- We recommend and prefer that you also obtain salvage coverage on your vessel.
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If you do not keep your insurance current, at the correct amounts listed above and provide us with a copy, we may automatically cancel this Boat Storage Agreement.

**Alterations or Repairs to Boat or Moorage:**

Any third party that is requested to perform work on the boat must supply a certificate evidencing workman's compensation coverage, written authorization from the NPS to perform work within the Glen Canyon National Recreation Area and required liability insurance coverage naming ARAMARK Sports and Entertainment, Inc and the United States National Park Service as additional insured's.

May 13,2003

We have noticed an increase in the number of Hyrdo-hoists, satellite antennas, dock boxes and platforms built in and around the slips. The Moorage Policies and Procedures states, "Owner agrees not to make any alterations to the slip or dock, 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 the Concessioner and on such terms and /or conditions as the Concessioner determines."

**Deposits/Fees:**

The deposit amount for any new Boat Storage Agreement will now be a two month deposit. All current Boat Storage Agreement holders will not be required to submit additional deposits to the one that is already on file.

You are expected to keep your accounts with Lake Powell Resorts & Marinas current. Failure to keep your moorage payments current will result in the loss of your moorage. The Boat Storage Agreement is extended month by month when you pay for the future period of the moorage use within the payment terms.

**Termination:**

Except as noted in the Boat Storage Agreement, each party is required to give 30 days written notice to the other of their intentions to terminate the Boat Storage Agreement.

**Residency:**

Residency within the Glen Canyon National Recreation Area is prohibited. Residency is defined as continuous occupancy over fourteen (14) consecutive days, or more than thirty (30) days per year.

**Unauthorized Business:**

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." This includes, but is not limited to, illegal boat rentals, subleasing of moorages, and boat brokerage. Boats having a list of owners that change every year may be considered a rental boat. If more than 50% of the ownership changes in a boat while in a moorage within the Glen Canyon Recreation Area as per the current contract the moorage agreement may be cancelled. If a boat is placed in a moorage other than the boat licensed to be in the moorage without the written permission of the Marina Manager the moorage is considered a sublease and may be cancelled. A Boat Brokerage Program through ARAMARK has been approved by the NPS, and all owners will abide by the terms of that program.

No advertising or soliciting will be permitted within Glen Canyon Recreation Area. FOR SALE signs are not permitted as per CFR 36 Part 5.1. The marina will remove any advertisement at the owner's expense.

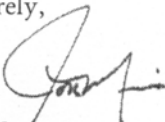
**6 Month Vacancies:**

If a moorage remains vacant for six (6) months or more the moorage will be considered abandoned and the moorage agreement will be cancelled and re-rented.

**Policies and Procedures:**

The Boat Storage Agreement references the Moorage Policies and Procedures document as well as NPS Regulations. You are expected to abide by all applicable rules while within the Glen Canyon National Recreation Area.

Sincerely,



Jon Maris  
Director of Marina Operations  
Lake Powell Resorts & Marinas-ARAMARK  
Enclosures (4)