



Marina Slip & Buoy Customers,

Lake Powell enjoyed a beautiful summer in 2017; we hope that you had a chance to visit and experience the higher water levels! With the arrival of fall it is once again time for annual contract renewals. As with last year, we are including a few things for you to return to us.

The first item in the packet is your Moorage Agreement for 2018. Please verify the contact, mailing and boat information is still correct, as well provide the list of additional owners (if applicable). Be sure to initial each page and sign in the designated owner areas. We are offering incentives for early return of contracts as outlined below under **Contract Bonuses**. This is due back no later than January 5th to avoid penalties.

As a reminder on Moorage Agreement termination: a 30 day notice to vacate a slip or buoy is required in order for you to receive your full deposit back and avoid additional charges. The form is available to you on our website www.lakepowellmarinas.com or from your Marina Services Office.

The second document included is the Aquatic Invasive Species (AIS) Acknowledgement Form. This is a required part of your contract regarding the mussel infestation and your responsibilities as a boat owner to help prevent the spread of quagga mussels.

Additionally in your packet you will find a list of services offered by your marina, a 2018 magnet calendar with frequently requested phone numbers, and information concerning TextMarks. If you have not already joined we highly encourage you to sign up for this TextMarks service to start receiving periodic updates on marina conditions and special discounts. We use this service as information casting and never to excess, though you can cancel at any time.

Contract Checklist

In order to fully complete your moorage agreement and be eligible for the contract bonuses, please return the following:

- Your signed Moorage Agreement – with full list of additional owners
- A copy of your current registration
- A copy of your current insurance listing Aramark and the NPS as additional insured
- Aquatic Invasive Species Acknowledgement Form

Contract Bonuses!*

Completed contracts returned and approved:

Before December 8th – Entered in prize drawing for 1 Free Month's rent

Before December 1st – Receive 1 Free Pump Out, Entered in prize drawing for 1 Free Month's rent

Before November 24th – Receive a \$100 Fuel Credit, 1 Free Pump Out, and are entered to win 1 Free Month's rent

Sincerely,

Lake Powell Management

*Contracts must be complete with all required documents and conditions met to qualify for the contract incentives. The prize drawing for the 1 Free Month's rent will be held on January 5th and the winner will be notified by phone or email provided on the contract.

Services and Pricing

Lake Powell Resorts and Marinas Services offers the finest in boat management, piloting, anchoring, tours and other services. Our experienced team will give both you and your boat the very best of care. With Lake Powell Resorts and Marinas you can concentrate on simply enjoying beautiful Lake Powell.

Pilot In/Out:	\$108 per Hour	Fueling Service:	\$108 per Hour*
Lake Run:	\$200 per Hour	Pump Out:	\$120 per Hour
Private Tour:	\$200 per Hour	Fresh Water Fill:	\$108 per Hour
Anchoring Service:	\$108 per Hour	Lake Test/Sea Trial:	\$108 per Hour
Towing Service:	\$261.25 per Hour	Trash Removal:	\$35 up to 5 bags
Diving:	\$199 per Hour	Salvage:	\$250 per Hour

*Cost of fuel in addition to the above rate.

All services are subject to availability. Per Hour rates are subject to a 1 hour minimum. Rates do not include applicable sales transaction taxes. A valid work order and agreed upon payment terms must be completed prior to rendering of services. A before and after hour premium will charge at twice the regular rate per hour. Rates are subject to change.



MOORAGE, DOCKAGE, AND STORAGE AGREEMENT

MOORAGE: _____ **DOCKAGE:** _____ **STORAGE:** _____ **SPACE NO:** BMM01 **DATE:** 11/07/17

This Agreement is made between **Aramark Sports and Entertainment Services, LLC. dba Lake Powell Resorts & Marinas ("LPRM")**, an authorized Concessioner of the National Park Service ("NPS"), and the **Vessel Owner ("OWNER")**.

VESSEL OWNER **ALL OWNERS // SHAREHOLDERS MUST BE NAMED**		VESSEL			
NAME:	#04559 Sum-R-Fun, Blane Jensen	NAME:	#001416 Sum-R-Fun		
		HULL ID NO.:	AMC000030090		
		LICENSE PLATE:			
ADDRESS:	P.O. Box 442	REGISTRATION:	UT0724SP		
Gunnison, UT 84634		MANUFACTURER:	Aerocraft		
HOME PHONE:	435-528-7375	MODEL:			
MOBILE PHONE:	435-540-1370 435-851-0762	YEAR:	1990	COLOR:	
EMERGENCY CONTACT:		BEAM:		LENGTH:	65'
EMERGENCY PHONE:		INSURANCE CO.:	Markel		
EMAIL:	blaine@3bme.com blanejensen@gmail.com	POLICY NO.:	YH5036142-60	INSURER PHONE:	

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

- 1. VESSEL:** "VESSEL" when used herein refers to the above described VESSEL, including her engines, tackle, apparel, furnishings, equipment, appurtenances and all personal belongings of the OWNER, its guests and invitees that are on the VESSEL.
- 2. OWNERSHIP:** OWNER shall provide LPRM with a copy of the current registration for the VESSEL and an accurate photograph of the VESSEL. If VESSEL is owned by a legal entity (i.e. company, corporation, partnership, trust, etc.), OWNER shall provide LPRM with copies of the entity's articles of incorporation, certificate of good standing or other proof that the entity exists in good legal standing along with a current list of all individuals who have an ownership interest in the VESSEL, along with their addresses and contact information. Any party holding a security interest in the VESSEL must be listed separately with their name, address and contact information. If OWNER provides LPRM with inaccurate, incomplete or misleading information, LPRM shall have the right, at its discretion to either charge an administrative fee to correct the situation or to immediately terminate this Agreement.
- 3. FEES:** OWNER agrees to pay LPRM fees not to exceed the current rates as approved by NPS ("Fees"). LPRM will use NPS' prevailing methodology, which changes from time to time, to calculate the correct fees. The Fees include electrical service and LPRM reserves the right to charge OWNER additional fees for electrical service in the event of an increase in rates. In such case, the additional fees for electricity usage shall be included as part of the Fees. LPRM reserves the right at any time to separately meter or sub-meter for electricity and charge based upon usage.
- 4. DEPOSIT:** Upon execution of this Agreement, OWNER shall tender to LPRM a security deposit equal to the amount of one month's Fees for the space. If OWNER fails to make any payment(s) as required by this Agreement, LPRM may apply all or part of the security deposit to the payment due and/or to repair any damages caused by OWNER to any LPRM property and/or to pay any expenses incurred by LPRM in recovering possession of the space, including any fees or expenses incurred under Section 11. OWNER agrees to deposit with LPRM, within thirty (30) days after receipt of written demand from LPRM, an amount sufficient to restore its security deposit to the amount of one month's Fees plus an additional two month's Fees at the then - current rate. OWNER's failure to do so shall constitute a breach of this Agreement.

5. SPACE: OWNER shall be permitted to use the moorage, dockage, or storage space ("SPACE") referred to above solely for the moorage, dockage, or storage of the VESSEL described above and solely for recreational purposes. The term "VESSEL" as used herein shall include her engines, tackle, apparel, furnishings, equipment and appurtenances.) The SPACE shall not be used for any commercial purpose which includes, but is not limited to: the sale of personal property (including the VESSEL, timeshare operations, sub-leasing, rentals, services; or for any other purpose related to NPS-48, Ch.29, Page 3. The length over all ("LOA") of the VESSEL may be no greater than 10% more or less than the length of the slip as calculated at the discretion of LPRM. IT IS OWNER'S SOLE RESPONSIBILITY TO INSPECT THE SPACE AND DETERMINE WHETHER IT IS SUFFICIENT FOR OWNER'S VESSEL TO BE KEPT SAFELY UNDER ALL CONDITIONS. OWNER ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT OWNER HAS INSPECTED THE SPACE AND HAS DETERMINED THAT IT IS IN ALL RESPECTS SUFFICIENT.

6. TERM: This Agreement shall become effective from the date above and shall continue until terminated either by OWNER or LPRM in accordance with the terms of this Agreement. The initial term shall not exceed one year. The Agreement may be renewed if mutually agreed between OWNER and LPRM. Upon the expiration of the initial term, this Agreement will be automatically extended on a month to month basis and rent will continue to accrue until OWNER or LPRM gives 30 days written notice of cancellation as provided below. OWNER shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to LPRM. LPRM shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to OWNER or, with less than thirty (30) days written notice, pursuant to any other applicable provision permitting a shorter termination period. LPRM will have the right to terminate this Agreement upon the sale of the VESSEL by OWNER.

7. SECURING THE VESSEL: OWNER shall be solely responsible for taking all necessary precautions to properly secure the VESSEL with adequate lines and chaffing gear to keep it from breaking loose in adverse weather conditions or under any other circumstances. If, at the sole discretion of LPRM, the VESSEL is inadequately secured by OWNER, LPRM may re-secure the VESSEL at OWNER's expense and charge OWNER an administrative fee for all time and expenses that LPRM incurred.

8. SEAWORTHINESS OF VESSEL: OWNER represents and warrants to LPRM that the VESSEL is in all respect in a safe and seaworthy condition. If the VESSEL sinks in its SPACE or in any marina waters, it is OWNER's obligation to dewater, raise and remove the VESSEL. LPRM will attempt to contact OWNER, so that OWNER may refloat and remove the VESSEL. If LPRM is unable to contact OWNER, or if the VESSEL poses a danger to any other VESSEL, object or person at the marina, LPRM may, at its sole discretion, take steps to raise and remove or repair the VESSEL at OWNER's sole cost and expense and without any liability to LPRM.

9. ALTERATIONS/REPAIRS: OWNER may make alterations or repairs on the VESSEL 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, mooring or storage location identified above. Any third party performing work on OWNER's VESSEL while in or upon LPRM's premises shall obtain and present to LPRM the following: (1) a certificate evidencing workman's compensation coverage; (2) authorization from NPS allowing the third party to perform work within the GCNRA; and (3) LPRM's required liability insurance coverage naming LPRM 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 LPRM's premises. OWNER and its third party shall comply with any and all policies and procedures as required by NPS and LPRM. **ANY THIRD PARTY PERFORMING WORK ON OWNER'S VESSEL WHILE IN OR UPON LPRM'S PREMESIS SHALL CHECK-IN AND CHECK-OUT WITH THE MARINA OR STORAGE OFFICE.**

10. RIGHT TO BOARD: LPRM or the NPS may board the VESSEL at any time, without prior notice, regardless of documentation, for health, environment or safety purposes, to protect the marina, persons other VESSELS or property, and/or the public peace. LPRM or NPS may remove, disconnect, or remediate the appurtenances, equipment, or other property associated with the VESSEL for health, environment or safety purposes, to protect the marina, persons, other VESSELS or other property, and/or the public peace and without any liability to LPRM.

11. RELOCATION OF VESSEL: LPRM may relocate the VESSEL to a different space depending upon business needs. OWNER consents to the relocation of the VESSEL as made by LPRM. LPRM shall attempt to notify OWNER prior to its moving the VESSEL, but OWNER understands that LPRM is not under an obligation to do so. If, however, if LPRM is unable to notify OWNER prior to moving the VESSEL, LPRM shall provide OWNER with prompt notice that the VESSEL has been moved.

12. RISK OF LOSS/ACKNOWLEDGEMENT OF RISK: The SPACE is to be used at the sole risk of OWNER, and OWNER's guests and invitees. OWNER assumes the risk of any type of property damages caused to the VESSEL. This includes damages caused by fire, wind, storms, movement of other vessels or the acts of other people, vessel owners or vendors. LPRM shall not be liable for the care or protection of the OWNER's VESSEL.

13. ENVIRONMENTAL: 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, OWNER must **immediately fully and accurately report** the situation to LPRM, 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 paying any costs associated with the cleanup and any consequential damages therefrom. LPRM may, at its option, undertake a cleanup of any discharge or spill, but it will be done at OWNER's expense.

14. COMPLIANCE: OWNER agrees to comply with all NPS regulations and LPRM's policies, regulations and procedures and all other laws, rules and regulations applicable to OWNER's use of the SPACE. OWNER agrees to maintain the VESSEL 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 Glen Canyon National Recreation Area Superintendent's Compendium. The NPS prohibits the establishment of residency aboard the VESSEL while it is located in its SPACE. "Residency" shall mean continuous occupancy over fourteen (14) consecutive days, or more than an aggregate of thirty (30) days per year. 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 VESSEL 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. OWNER shall not permit or commit any act of nuisance that disturbs the quiet enjoyment of any slips, docks, moorings or storage locations of other vessel owners.

15. NO BAILMENT: OWNER agrees and acknowledges that LPRM shall be under no obligation for safekeeping the VESSEL or any personal property of VESSEL OWNER. OWNER agrees that nothing in this Agreement creates a bailment between OWNER and LPRM. If a bailment relationship is found to exist, OWNER agrees that it is a gratuitous bailment, not a bailment for hire. LPRM shall therefore only be responsible for any damage or loss arising from LPRM's gross negligence or willful misconduct.

16. ABANDONMENT: If OWNER fails for a period of six (6) months during the term of this Agreement to use the licensed slip, mooring or dry storage space for the VESSEL, OWNER shall be deemed to have abandoned any rights it may have had under this Agreement (unless a request for an extension has been submitted in writing and been approved by LPRM) and this Agreement shall be terminated by LPRM by giving thirty (30) days written notice to OWNER

17. INSURANCE: OWNER agrees to maintain the following insurance coverages with rated and reputable insurance companies covering the VESSEL for 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 VESSEL, 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 LPRM and the NPS; **and shall expressly include LPRM and the NPS as Additional Named Insureds. Upon execution of this Agreement and annually on or before May 1st thereafter, OWNER shall provide to LPRM a certificate of insurance**, and a copy of the insurance policy or policies will be made available to LPRM 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 LPRM 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 LPRM. OWNER's failure to submit proof of insurance as set forth above will result in an administration fee being levied against the VESSEL on a monthly basis. Such fee may be assessed commencing 30 days after delinquency is cited by LPRM 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 LPRM does not receive proof of insurance as set forth above, LPRM retains the right to terminate this Agreement immediately.

18. CLAIMS AND INDEMNITY: OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LPRM, ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC., THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT(S), SUBSIDIARIES, SHAREHOLDERS AND AFFILIATES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, FINES, PENALTIES, OBLIGATIONS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), INCLUDING CLAIMS BY OWNER OR BY THIRD PARTIES (WHICH INCLUDE OWNER'S GUESTS, INVITEES AND LICENSEES), INCURRED OR SUFFERED WITH RESPECT TO DEATH OR INJURY TO PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OWNER'S FAILURE TO COMPLY WITH HIS/HER OBLIGATIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS ASSERTING THE CONCURRENT OR SOLE FAULT OR NEGLIGENCE OF ALL OR ANY OF THE INDEMNIFIED PARTIES, EXCEPTING ONLY CLAIMS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL FAULT OF THE INDEMNIFIED PARTIES.

19. WAIVER OF LIMITATION OF LIABILITY & NO CONSEQUENTIAL DAMAGES: OWNER, on behalf of itself and the VESSEL's Insurers, agrees to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the VESSEL is involved in any casualty resulting in personal injury, death or property damage while docked, moored or dry stored at the Marina, and in regard to any claims arising out of or in any way connected with this Agreement. LPRM will not be liable for any loss of use, loss of profits or consequential damages of any type.

20. LATE PAYMENTS AND DEFAULT: All payments are due no later than the 5th calendar day of each month. Late payments or checks drawn on insufficient funds will be subject to a \$25 late payment fee. Interest may accrue at a rate of 18% per annum as applied pro-rata on a monthly or daily basis. All charges must be paid in full prior to OWNER's removal of the VESSEL from LPRM's premises. Monthly and annual storage charges are payable in advance and are non-refundable. Statements may be mailed by LPRM as a courtesy reminder. However, there is no obligation to send out such statements. OWNER agrees that if fees for maritime "necessaries", including mooring and dockage, are not paid by the 15th calendar day of the month or if the OWNER in LPRM's opinion has abandoned the VESSEL, slip or mooring space, LPRM shall be entitled, without advance notice, to exercise its rights under all applicable laws, including without limitation its rights pursuant to Sections 26 – 28, below. OWNER shall remain liable for the full amount of the monthly fees as they become due until the balance is paid in full and the VESSEL removed from LPRM's property.

21. TERMINATION: This Agreement may be terminated by LPRM 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 LPRM, including the "Mooring and Dockage Policies & Procedures" of the GCNRA, Lake Powell Resorts and Marinas and ARAMARK Sports and Entertainment Services, LLC., all of which are incorporated by reference into this Agreement. 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 or willful act has occurred) of LPRM and/or NPS which may be cured in a reasonable period of time. Thereafter, LPRM may immediately terminate this Agreement without further written notice. In the event this Agreement is terminated, **OWNER must make arrangements to remove the VESSEL within five (5) days** of notice or at a date and time acceptable to LPRM. OWNER acknowledges that LPRM may remove the VESSEL from the dock, mooring or dry storage space and store the VESSEL in a dry storage area or different dry storage area at OWNER's sole risk and cost, and to the extent that other provisions of this Agreement permit LPRM to remove the VESSEL sooner than five (5) days following notice (for example, because the VESSEL is not seaworthy), then LPRM may remove the VESSEL in such sooner period of time.

22. LIEN AND SALE: OWNER acknowledges that the VESSEL is subject to a maritime lien for necessaries supplied to the VESSEL, including without limitation, mooring, dockage, dry storage, fuel and repairs and that such maritime lien may be foreclosed by a proceeding *in rem* filed in a United States District Court, which will have the power to sell the VESSEL to satisfy the lien. In addition, OWNER grants LPRM a security interest in the VESSEL. OWNER also grants LPRM a power of attorney and the right to execute any documents LPRM deems necessary to perfect their security interest in the VESSEL. This includes OWNER granting LPRM the right to file a UCC-1 financing statement, or by placing a lien on record with a state division of motor vehicles or other state agency responsible for registering or issuing title on VESSELS in that state, or by use of any other method allowable by law.

OWNER also grants LPRM a contractual lien on the VESSEL governed under the terms and conditions of the Arizona Revised Statutes Section 33-1023 and Utah Code Section 38-2-4 and Section 38-8-1 et. seq. or other applicable laws, federal or state, in the event enforcement and foreclosure of this lien becomes necessary. OWNER also grants to LPRM any and all statutory or common law lien right to which it would otherwise be entitled to under the laws of the states of Arizona and/or Utah. OWNER agrees that upon default, LPRM may, at its option, offer the VESSEL for sale at auction at a bid amount equal to the amount owed to LPRM by OWNER. LPRM may also pursue, at its option, any other legal remedies available including, but not

limited to, the filing of a court action against OWNER in an effort to obtain a Judgment for all amounts due, for an order to sell OWNER's VESSEL to collect all or a portion of the total amount due, or for any other relief the court deems appropriate.

23. ATTORNEY'S FEES: LPRM will be entitled to recover from OWNER its attorney's fee and all of its associated costs if it is required to initiate any form of legal action or to defend its legal position, including its fees and costs expended during informal negotiations or any type of dispute resolution following its receipt of any claim or any form of litigation.

24. NOTICE: Any notice required to be given shall be dated and deemed delivered on the 3rd business day after depositing in the United States mail to the OWNER's address listed on the first page of this Agreement, or any updated, modified address provided to LPRM by the OWNER.

25. NO WAIVERS: No waiver by LPRM of any breach by OWNER of any of OWNER's 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 LPRM to seek a remedy for any breach by OWNER be a waiver by LPRM of any rights or remedies with respect to such or any subsequent breach.

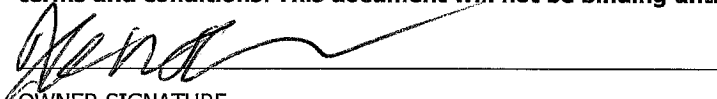
26. ENTIRE AGREEMENT: This document is the entire agreement between the parties. It supersedes and/or nullifies any other oral or written agreement. This Agreement may only be modified in writing signed by the parties to the Agreement.

27. ASSIGNMENT: OWNER may not assign or transfer all or a portion of its rights in this Agreement, nor sublicense, lease, or grant any use of the rights Agreement provides to OWNER without prior written approval from LPRM. OWNER will notify LPRM in writing of its desire to assign this Agreement. LPRM may grant or deny approval at its sole discretion. If OWNER assigns or transfers any of its rights under this Agreement, LPRM shall have the right to terminate this Agreement upon written notice to OWNER. OWNER will in that event, remove the VESSEL from its SPACE and from LPRM's managed premises. If OWNER fails to do so within 7 days from the date it received notice, LPRM will have the option to do so at OWNER's sole risk and expense.

28. 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


29. CHOICE OF LAW, FORUM SELECTION, AND WAIVER OF JURY: THIS IS A MARITIME CONTRACT SUBJECT TO FEDERAL MARITIME LAW. ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT SOLELY IN *ADMIRALTY*, UNDER 28 U.S.C. § 1333, FEDERAL RULES OF CIVIL PROCEDURE 9(H), AND SOLELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA OR THE DISTRICT OF UTAH, TO THE EXCLUSION OF ANY OTHER STATE OR FEDERAL COURTS. OWNER ACKNOWLEDGES AND AGREES THAT BY AGREEING TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS, *IN ADMIRALTY*, OWNER IS WAIVING ANY RIGHT HE/SHE MIGHT OTHERWISE HAVE TO TRIAL BY JURY. OWNER AGREES THAT IN THE EVENT SUIT IS FILED IN ANY OTHER FORUM OR ANY OTHER JURISDICTIONAL BASIS, OWNER WAIVES THE RIGHT TO TRIAL BY JURY AND AGREES TO TRY ANY SUCH CLAIM TO THE JUDGE WITHOUT A JURY.

OWNER acknowledges that he has read this Agreement, understands its terms and agrees to be bound by all of its terms and conditions. This document will not be binding until it has been signed by a LPRM's manager.


OWNER SIGNATURE _____ DATE 3/4/2018

Blane R Jensen
PRINT NAME (OWNER)

IF OWNER IS A LEGAL ENTITY:

AUTHORIZED REPRESENTATIVE: 
TITLE: Secretary

**LAKE POWELL RESORTS & MARINAS
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC.**

BY: _____
(LPRM MANAGER) DATE

(bbbbbbbbbbbbbbbbbbbb) **TRASH, POLLUTANTS and SUNKEN OBJECTS:** Owner must place all trash and garbage in the dumpsters provided by LPRM or the NPS. No oil, chemicals, filters or contaminated water may be disposed of in the trash. Trash or garbage found on the dock, fingers or head pier may be removed at Owner's expense. Owner shall remove batteries, solvents, oil and oil filters from the recreation area or place them in an authorized recycling facility within the recreation area. Items found on the dock, fingers or head pier may be removed at Owner's sole risk and expense. Owner agrees to purchase and have available absorbent devices where practicable in all engine bilges, underneath generators and any other location on board the VESSEL where a potential for any accidental release of petroleum products or pollutants exists. Owner will report to the marina office any items, particularly pollutants, dropped into and not retrieved from the lake.

(cccccccccccccccccccc) **TOILETS and SEWAGE:** 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.

(dddddddddddddddddd) **MAINTENANCE and REPAIRS:** The VESSEL shall be maintained and repaired by Owner, or by LPRM or by other commercial operator authorized by the NPS to perform the maintenance and repair of the VESSEL, at Owner's sole risk and expense, in accordance with current Superintendent's Compendium.

(eeeeeeeeeeeeeeee) **NO ADVERTISING:** No advertising or soliciting will be permitted within the GCNRA. "FOR SALE" signs or notices are not permitted to be posted on the VESSEL or any other marina property, as per CFR 36 Part 5.1. LPRM will remove any advertisement at the VESSEL owner's sole expense. Vessels for sale within the boundaries of the GCNRA are subject to the GCNRA Policy for Vessel Brokering.

(ffffffffffffffffffff) **SHORE TENDERS / SHUTTLES:** 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 or other conditions that would place operators, passengers, or the shuttle at risk.

438. BEHAVIOR OF OWNER, OCCUPANTS, PASSENGERS AND GUESTS:

(ffffffffffffffffffff) **NO DISORDERLY CONDUCT or NUISANCE BEHAVIOR:** Disorderly, deprecating and/or indecorous conduct that causes or threatens harm to any person or property will not be tolerated. This includes, but is not limited to, public intoxication, profanity, abusive language or loud music might interfere in any way with the quiet enjoyment of the marina by other persons. Any people exhibiting such behavior will be subject to immediate removal from the marina at LPRM's sole discretion.

(gggggggggggggggggg) **UNAUTHORIZED MARINA VISITORS:** Owners must not open gate to allow admittance to any individual not personally known to them.

(hhhhhhhhhhhhhhhhhh) **STORAGE OF SKIFFS, DINGHIES, TENDERS, WATER TOYS and PERSONAL WATER CRAFT ("PWC's"):** Any such items are not to be left on the dock, walkway or finger piers and may not impede the movement of any people on the dock or other Vessels. LPRM reserves the right to remove any such items, at its sole discretion, at Owner's expense.

(iiiiiiiiiiiiiiii) **NO BICYCLING, ROLLER-SKATING, ROLLER-BLADING, SKATEBOARDING or HOVERBOARDS:** The use of any such devices or activities is not permitted on the docks or gangways.

(jjjjjjjjjjjjjjjjjj) **NO SWIMMING, DIVING, FISHING OR WATER SPORTS:** These activities are not permitted within the marina or harbor area for obvious safety reasons. Fishing is only allowed in designated areas. Fish cleaning is not allowed on marina property. Fish cleaning stations are available in developed areas of the Recreation Area.

(kkkkkkkkkkkkkkkkkk) **PETS:** 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 be barred from the marina at LPRM's sole discretion. Owners whose pets are not leashed, exhibit any signs of aggressiveness toward 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 at LPRM's sole discretion. Owners shall be responsible for loss or damage or injury caused by pets brought into marina by Owners, their guests, licensees or invitees. No wild animals may be brought into the marina.

(llllllllllllllllll) **MINORS:** 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.

(mmmmmmmmmmmmmmmm) **OPEN FLAMES, TORCHES, FIREWORKS and FIREARMS:** The use of torches, open flames, fireworks and firearms is strictly prohibited both on board VESSELS and anywhere in the marina.

(nnnnnnnnnnnnnnnnnn) **SPRAY PAINTING, TOXIC SUBSTANCE AND CHEMICALS:** Spray painting or having or using any toxic chemicals or any other hazardous substances is prohibited per National Park Service Superintendent's Compendium.

OWNER AGREES BY SIGNING BELOW THAT HE OR SHE HAS READ, UNDERSTANDS AND WILL COMPLY WITH THESE POLICIES & PROCEDURES.

OWNER Blane R Jensen
PRINT NAME

DATE 3/4/2018

VESSEL OWNER INITIALS: BRJ



Glen Canyon National Recreation Area

Moorage/Slip Agreement

Slip / Buoy Renter Quagga Mussel Acknowledgement / Agreement

Lake Powell is infested with quagga mussels, an aquatic invasive species with a wide range of impacts that is spreading across North America. As a moorage/slip customer on Lake Powell, your moored equipment may also be infested with quagga mussels. Utah and Arizona State laws prohibit the transport of quagga mussels on or in vessels, including any equipment with which the mussels are associated. All affected vessels and equipment must be treated per state's laws regarding spreading quagga mussel from Lake Powell to other waters.

To facilitate and ensure proper decontamination of vessels and equipment moored in Lake Powell, all slip/moorage customers are required sign this agreement, committing to decontamination of all moored and slipped equipment upon removal from the lake.

Before putting their boats back in the lake, many boat owners are considering applying anti-fouling paint to the hulls to prevent quagga mussels from attaching. Only NON-TOXIC forms of anti-fouling paint are allowed in the lake.

If you have questions, please contact the number shown below

Utah and Arizona State laws regarding Aquatic Invasive Species may be found at: <http://wildlife.utah.gov/invasive-mussels.html> and http://www.azgfd.gov/h_f/aquatic_invasive_species.shtml

For any questions, please call the National Park Service AIS staff at 928-660-2053

or email GLCA_AIS@nps.gov (note the underline after GLCA)

I understand that Lake Powell is infested with quagga mussels. I acknowledge my responsibility under state and federal law to not transport Aquatic Invasive Species from Lake Powell. After vessels and equipment are removed from the lake and before it is transported from the area, I agree to receive a professional decontamination treatment and allow for drying time as necessary to prevent the spread of quagga mussels, or proceed with other arrangements made in coordination with the presiding states' laws.

Blane R. Jensen

Print Name

[Handwritten Signature]

Signature

3/9/2016

Date

Marina Name	
Slip or Moorage #	
Equipment Description	



Owners SUM R EUN INC	Expires Last Day of April/21
Watercraft Identification HIN AMC09090090	Deck Number WC17026
Watercraft Description Year 1996	Assigned Number JT0724
Watercraft Construction Material Steel	Engine Drive Type Sterndrive
Watercraft Classification Number of Engines 1	Fuel GASOLINE
Length 52 FT 0 IN	Cylinders 4
State of Principal Operation UT	Horse Power 280
Primary Operation Watercraft Standard	Vessel Type HOUSEBOAT



MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

WATERCRAFT DECLARATIONS PAGE

Page 1 of 1

Policy Number: MHY00000189365	Agency Number: 10206 - 000001	Effective Date/Transaction: 07/08/2017 Renew
-----------------------------------------	-----------------------------------------	--------------------------------------------------------

Policy Period: From 07/08/2017 To 07/08/2018 12:01 A.M. Standard Time at Your Mailing Address

Insured Name and Mailing Address SUM-R-FUN, INC. P.O. BOX 442 Gunnison, UT 84634	Your Agent 805-667-8512 AMERICAN MARINE INS. SERVICES 56 E MAIN ST STE 200 VENTURA, CA 93001
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

Yacht Description: 65' 1990 AMERICRAFT **HIN:** AMC000030090
Tender:

Yacht Mooring Location: Bullfrog, UT 84533

Navigation Limits: Inland lakes, rivers and waterways of AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA and WY.

Lay-Up: Afloat **From:** 11-01 **To:** 04-01

COVERAGE	LIMIT	DEDUCTIBLE	PREMIUM
Hull, Agreed Value	\$108,400	\$2,168	\$2,463
Protection and Indemnity	\$500,000		\$712
Uninsured Watercraft	\$500,000	\$0	incl.
Medical Payments	\$25,000	\$0	incl.
Oil Pollution Liability	\$939,800	\$0	incl.
Longshore and Harbor Workers' Compensation	Incl.		Incl.
Personal Effects	\$10,000	\$250	incl.
Emergency Towing and Assist	\$2,500	\$0	incl.
Rental Reimbursement	\$2,500	0	incl.

Endorsement Premium Total: \$0.00 **Unit Premium:** \$3,175.00

Minimum Earned Premium: \$250.00 **Policy Taxes/Fees:** \$0.00 **TOTAL ANNUAL PREMIUM:** \$3,175.00

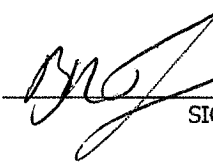
See Detail
RENEW

Loss Payee

Producer **Customer Ref#** 21547

Forms and Endorsements: MHY5001-0114 MHY5015-0108 MHY5016-0710 MHY5036-0108 MHY5064-0108
MHY5071-0108 MHY5073-0108 MHY5030-0417

Signed on: 2017-05-09 at VENTURA, CA *Bruce A. Key*


SIGNATURE

PLEASE FILL IN THIS INFORMATION FOR OTHER INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN THE VESSEL.

NAME: Kyle & Traci Harward
ADDRESS: 426 South 1350 W
CITY: Farmington STATE: UT ZIP: 84025
PHONE: Kyle 801-864-6422
EMAIL ADDRESS: khh@XMission.com
PERCENTAGE OWNED: 1 share

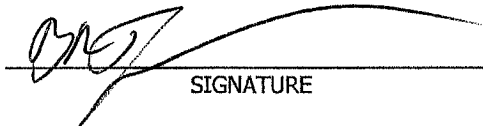
NAME: Bryce & Shawnee Bishop
ADDRESS: 4262 West Old HWY Rd.
CITY: Mountain Green STATE: UT ZIP: 84050
PHONE: Bryce 801-513-0659
EMAIL ADDRESS: Bryce.Bishop@yahoo.com
PERCENTAGE OWNED: 1 share

NAME: Kellen J. Christenson
ADDRESS: 10716 East 2040 North
CITY: Lehi STATE: UT ZIP: 84043
PHONE: 801-766-3591
EMAIL ADDRESS: Kellen@mercopltd.com
PERCENTAGE OWNED: 1/2 share w/Jed

NAME: Richard & Lori Nay
ADDRESS: 49 East Center
CITY: Gunnison STATE: UT ZIP: 84634
PHONE: 435-528-7136
EMAIL ADDRESS: Richardnay@hotmail.com
PERCENTAGE OWNED: 1 share

NAME: Scott & Kristine Bown
ADDRESS: 2518 North 270 East
CITY: Logan STATE: UT ZIP: 84341
PHONE: 435-752-4741
EMAIL ADDRESS: SK.bown@comcast.net
PERCENTAGE OWNED: 1/2 share w/Travis & Jamie

NAME: Travis Bown & Jamie Alkinson
ADDRESS: 1295 West
CITY: Harrisville STATE: UT ZIP: 84404
PHONE: 435-232-9011
EMAIL ADDRESS: blue 431@hotmail.
PERCENTAGE OWNED: 1/2 share w/Scott


SIGNATURE

PLEASE FILL IN THIS INFORMATION FOR OTHER INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN THE VESSEL.

NAME: Dale & Linda Winterton
ADDRESS: 4220 Iris Avenue
CITY: Mount Green STATE: UT ZIP: 84050
PHONE: 801-458-5390
EMAIL ADDRESS: dalewinterton@yahoo.com
PERCENTAGE OWNED: 1 share

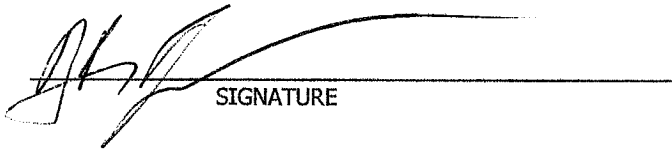
NAME: Dan & Lesa Price
ADDRESS: 719 West 950, South
CITY: Brigham City STATE: UT ZIP: 84302
PHONE: 435-723-7375
EMAIL ADDRESS:
PERCENTAGE OWNED: 1 share

NAME: David & Tanja Peterson
ADDRESS: 1023 North Eastview Lane
CITY: Alpine STATE: UT ZIP: 84004
PHONE: 801-492-1541
EMAIL ADDRESS: davenportjanja@msn.com
PERCENTAGE OWNED: 1/2 share w/ Knowton

NAME: Ed & Connie Knowton
ADDRESS: 818 Orchard Court
CITY: Fruit Height STATE: UT ZIP: 84037
PHONE: ekknowton@msn.com
EMAIL ADDRESS:
PERCENTAGE OWNED: 1/2 share w/ Peterson

NAME: Jed H & Ann Christensen
ADDRESS: 1824 Longbranch Drive
CITY: Draper STATE: UT ZIP: 84020
PHONE: 801-341-8429
EMAIL ADDRESS: jedchristensen@utah.gov
PERCENTAGE OWNED: 1/2 share w/ Kellen

NAME: Jeff & Connie Robins
ADDRESS: 7620 Forest Bend Drive
CITY: Salt Lake City STATE: UT ZIP: 84121
PHONE: 801-942-2102
EMAIL ADDRESS: jsrobins@cvty.com
PERCENTAGE OWNED: 1 share


SIGNATURE

PLEASE FILL IN THIS INFORMATION FOR OTHER INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN THE VESSEL.

NAME: Blane & Christine Jensen
ADDRESS: PO. Box 442
CITY: Gunnison STATE: Ut ZIP: 84634
PHONE: 435-528-7375
EMAIL ADDRESS: blanejensen@gmail.com
PERCENTAGE OWNED: 1/2 share with Anderson

NAME: Leed Jo Ann Anderson
ADDRESS: PO. Box 194
CITY: Gunnison STATE: Ut. ZIP: 84634
PHONE: 435-528-3388
EMAIL ADDRESS: lajaanderson@gmail.com
PERCENTAGE OWNED: 1/2 share with Jensen

NAME: Brad & Lori Bawn
ADDRESS: 35 North 300 West
CITY: Manti STATE: Ut ZIP: 84644
PHONE: 435-835 1351
EMAIL ADDRESS: butterbawn@hotmail.com
PERCENTAGE OWNED: _____

NAME: Brent Cottle
ADDRESS: 3519 West 1975 North
CITY: Plain City STATE: Ut ZIP: 84404
PHONE: 801-731-7270
EMAIL ADDRESS: brCottle@hotmail.com
PERCENTAGE OWNED: 1/2 share with Blake Cottle

NAME: Blake Cottle
ADDRESS: 3519 West 1975 North
CITY: Plain City STATE: Ut ZIP: 84404
PHONE: 801-731-7270
EMAIL ADDRESS: _____
PERCENTAGE OWNED: 1/2 share with Brent Cottle

NAME: Brent & Natalia White
ADDRESS: 4448 West 2050, North
CITY: Ogden STATE: Ut ZIP: 84404
PHONE: 801-731-3384
EMAIL ADDRESS: brent@arwengineers.com
PERCENTAGE OWNED: 1 share