



United States Department of the Interior

NATIONAL PARK SERVICE
Glen Canyon National Recreation Area
P.O. Box 1507
Page, Arizona 86040



IN REPLY REFER TO:

Glen Canyon National Recreation Area Policy for Boat Brokering

It is the policy of Glen Canyon National Recreation Area (NRA) to provide boat brokering services within the recreation area through authorized concessioners.

Units of the National Park Service (NPS) were established for the fundamental purpose to conserve the scenery and the natural and historic objects and the wildlife therein and to provide for their enjoyment and the Secretary may grant privileges, leases, and permits for the use of land for the accommodation of visitors in the various park areas. NPS areas are to be preserved and managed for the benefit and inspiration of all the people of the United States consistent with their fundamental purpose. The policy of Congress, as stated in Public Law 105-391 (Law), is to limit the development of public accommodations, facilities, and services in NPS areas to those that are necessary and appropriate for public use and enjoyment and are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the park area.

The Law requires the use of concession contracts to authorize a person, corporation, or other entity to provide accommodations, facilities, and services to visitors to units of the National Park System and the Secretary has the authority to determine whether to issue a concessions contract and to establish its terms and conditions.

In the past, boat brokering services for vessels located in permanent storage (slips/buoys/dry storage) within Glen Canyon NRA have operated without authorization. In many cases, the unauthorized practice of selling moored vessels included the illegal sale of the slip or buoy, which is NPS property assigned to the concessioner to rent to the public. In response to these concerns, Glen Canyon NRA began a program to reduce illegal activity in the park area and return visitor uses to enjoyment and recreation rather than activities based on commercial ventures. By implementing this brokering policy it is our intent to protect contractual rights while ensuring compliance with laws, regulations, policies and guidelines. This policy ensures an equitable treatment of visitors utilizing these services and consistently applies standards for the management of vessels. At present, the three contracts that authorize brokering services within Glen Canyon NRA are the Uplake (GLCA002), Antelope Point (GLCA007), and Downlake (GLCA003) contracts.

This policy applies to all personal property advertised for sale or sold within the boundaries of Glen Canyon NRA, most specifically vessels. The use of brokering applies to all transfers of ownership regardless of the amount of benefit or consideration.

Approved:

Superintendent

4/27/04

Date

**ANTELOPE BROKERAGE CENTRAL LISTING AGREEMENT
PREOWNED VESSEL**

On this date, _____ (DATE), _____ (OWNER)
(indicate with capacity: sole owner, joint owner, corporate owner.) hereinafter referred to as the OWNER,
authorizes **Antelope Yacht Brokerage**, hereinafter referred to as the BROKER to conduct the sale of
_____ (YACHT DESC.) _____ (YACHT NAME)

A. The Yacht shall be listed for a total asking price of: _____ \$ _____
and shall not be advertised at any other price unless authorized by the owner in writing.

B. The owner hereby grants the EXCLUSIVE RIGHT OF SALE TO ANTELOPE YACHT BROKERAGE and agrees not to list the YACHT with any other party. The owner further agrees:

1. And warrants having good title and lawful right to convey such title to YACHT.
2. To furnish the broker with specifications, an inventory of the equipment to be included in the sale, **a copy of the**

YACHTS registration and/or Documentation, proof of current insurance and photos of YACHT is available. **3.**

To notify all prospective buyers or brokers who contact the OWNER directly that negotiations must be conducted through **Antelope Yacht Brokerage**.

4. To supply the BROKER with the names of all prospective buyers who contacted the OWNER directly.

5. To pay the BROKER a commission equal to ten percent (10%) up to \$105,000. Nine percent (9%) from \$105,001 to \$250,000, eight percent (8%) on sales from \$250,001 to \$500,000 and six percent (6%) on sales of \$500,001. If the YACHT is sold upon the negotiation of the BROKER.

A Limited BROKER Agreement is three percent (3%) with a minimum of (\$900) of the selling price if the YACHT is sold, traded or donated by the OWNER without the use of the BROKER'S marketing resources. Commissions shall be based on the contract price accepted by owner prior to any adjustments made to compensate a buyer for defects, repairs and discrepancies revealed subsequent to the OWNER'S acceptance of an offer.

6. To pay the same commission specified above if, within one year (1) of this agreements termination, the YACHT is sold, traded, donated or leased directly by the OWNER to any person or organization introduced to the YACHT by the BROKER during the term of this agreement. If the OWNER enters into such an agreement for the sale, donation, trade, or lease within one year of the termination of this agreement, the OWNER shall supply the name of the acquiring party to the BROKER. If the BROKER does not respond within fourteen (14) days of receiving such notice, claim his commission because the acquiring party was introduced to the YACHT as a result of his efforts, the BROKER'S right to a commission shall cease.

7. OWNER agrees that BROKER'S responsibility herein under, in the event of a conflict of interest between BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that will allow the OWNER and prospective buyer to best utilize their independent judgment in reaching an agreement.

C. The BROKER agrees:

1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
2. To prepare information describing the **limited share** available in the YACHT and to distribute this information through our multiple listing system, our internet listing partners and selected yacht brokerage companies, hereafter referred to as "corresponding brokers"
3. To keep corresponding brokers updated on any changes in price or location.
4. To pay any corresponding broker who sells Yacht, a percentage of the commission received from the OWNER.
5. To promptly transmit all offers to the share OWNER.
6. To waive claim to a commission due under section 6, B above. of this agreement should the owner relist with another BROKER after this listing expires.

INITIALS: Owner: _____ Owner: _____ Date: _____

Broker: _____ Date: _____

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ANTELOPE BROKERAGE CENTRAL LISTING AGREEMENT PREOWNED VESSEL

D. Responsibility for the slip fees, insurance, care, custody and control of the YACHT remains entirely with the OWNER. Although the BROKER may recommend storage, maintenance and other providers of service, the final decision to employ such services remains with the OWNER. The BROKER shall not be held responsible for any damages suffered by the owner as a result of employing such services.

E. This agreement shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED WITH SIXTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's, heirs, executors, successors, administrators and assigns.

F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to arbitration, which shall be the sole and exclusive forum for resolution and settlement of any dispute controversy or claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and shall be held in the city and state of the BROKER's office.

Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all disputes, claims or controversies encompassed therein, and BROKER and OWNER shall comply with the said award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered or where the assets of the party against which the award has been rendered can be located. The BROKER and OWNER agree the issuance of an award by the arbitral authority shall be a condition precedent to the right of either party to institute any legal action or proceeding in any court on a matter relating to this agreement. The BROKER and Owner further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to any court except to compel arbitration, refer questions of law, or to confirm, vacate or modify any such award.

IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

BROKER's Representative:

OWNER(s) signature(s):

Rick Bodley

Bus: 928 - 645 -5900 ext. 4

Bus: _____

Cell: 928 - 614 - 4256 Cell _____

Fax: 928 - 608 - 4443 Fax: _____

email: brokerage@apmlp.com

email: _____

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ANTELOPE BROKERAGE CENTRAL LISTING AGREEMENT
PREOWNED VESSEL
Listing info sheet.

CONTACT INFO:

Names _____
Address _____ City _____
_____ Zip _____
Phone _____ Work _____ Cell _____
email _____ Fax _____

VESSEL INFO:

Name: _____ HIN# _____
Manufacturer _____ Year: _____
Length: _____ Beam: _____
Hull type: _____ Hull Material _____
Fuel Type: _____ Fuel Cap: _____ Fresh water Cap: _____ Engine
Manufacturer _____
Drive Manufacturer _____
Hours: Port _____ Star _____
Generator, type of fuel and size _____

Staterooms# _____ Vessel sleeping capacity _____ Heads _____

State registered in with reg # _____
Coast Guard Doc number _____
Insurance carrier _____
Liens or other debts against vessel _____

Other features or upgrades:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Slip # _____

Dry storage _____