

NAVAJO ROUTE 22B
P.O. Box 880
Page, AZ 86040



MOORAGE & STORAGE
Phone: (928) 645-5900
moorageandstorage@apmlp.com

MOORAGE & STORAGE REGISTRATION

CONTACT INFORMATION

OWNER NAME (as appears on evidence of title) _____

CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: (____) _____ WORK PHONE : (____) _____

CELL PHONE: (____) _____ FAX: (____) _____

EMAIL: _____

EMERGENCY CONTACT NAME AND ADDRESS: _____

EMERGENCY PHONE: (____) _____

BOAT INFORMATION

BOAT NAME: _____

HULL IDENTIFICATION NUMBER: _____

MANUFACTURER: _____ MODEL: _____

YEAR: _____ TOTAL LENGTH: _____ BEAM: _____ HEIGHT: _____

COLOR: _____ REGISTRATION NUMBER: _____

INSURANCE COMPANY: _____

POLICY NO.: _____ INSURANCE PHONE: (____) _____

TRAILER INFORMATION

TRAILER: YES ☐ NO ☐

AXLE: SINGLE ☐ TANDEM ☐ TRIPLE ☐ QUAD (4) ☐

LICENSE PLATE# _____ STATE: _____

COLOR: _____ LENGTH (Trailer Only): _____



AUTHORIZATION FOR AUTOMATIC CREDIT CARD BILLING

I Hereby authorize Antelope Point Marina Enclosed Storage to charge all monthly charges (including rent and open account charges). These charges will be placed on the credit card indicated below on the 1ST day of each month.

Amex #: _____ Exp.: _____ CVV: _____

Visa #: _____ Exp.: _____ CVV: _____

MC #: _____ Exp.: _____ CVV: _____

Disc #: _____ Exp.: _____ CVV: _____

Authorized Name on Card (Please Print)

Billing Address

City

State

Zip Code

Phone #

E- Mail Address

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ANTELOPE POINT MARINA LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorized form.

Authorized Signature

Today's Date

*** A \$15.00 processing fee will be charged to accounts if the card is declined.**



AUTHORIZATION FOR ACH PAYMENT BILLING

I Hereby authorize Antelope Point Marina Enclosed Storage to charge all monthly charges (including rent and open account charges). These charges will be placed on the Checking / Savings Bank Account indicated below on the 1ST day of each month.

CHECKING - ACCOUNT NUMBER

SAVINGS - ACCOUNT NUMBER

BANK ROUTING NUMBER

BANK NAME

Authorized Name on Account (Please Print)

Billing Address

City

State

Zip Code

Phone #

E- Mail Address

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ANTELOPE POINT MARINA LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debts to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorized form.

Authorized Signature

Today's Date

NAVAJO ROUTE 22B
P.O. Box 880
Page, Arizona 86040



WET SLIP STORAGE
Phone: (928) 645-5900
Ext. 5033

OWNERSHIP ADDENDUM

PLEASE PROVIDE INFORMATION FOR OWNER AND, IF APPLICABLE, ANY ADDITIONAL INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN THE BOAT OR THE ENTITY WHICH OWNS THE BOAT.

1. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

3. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

5. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

7. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

9. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

11. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

2. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

4. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

6. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

8. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

10. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____

12. Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____
E-mail Address _____
Percentage Owned _____



**MARINA WET SLIP, DRY STORAGE, ENCLOSED STORAGE, MARINA SERVICES
BASE AGREEMENT TERMS AND CONDITIONS**

These Terms and Conditions apply to the use of a Wet Slip, Dry Storage, Enclosed Storage, and Vessel Related Services offered by Antelope Point Marina (Antelope Point Holdings, LLC) to the owners of vessels using or located on the grounds of the marina or on the waters serviced by the marina, through docks and wet slips.

Owner: The term “Owner” and or “Owners” refers collectively to the legal owner and its designated representative if an entity and to each of the individual owner(s) if owned individually.

DOCUMENTS OF OWNERSHIP: Attached to this agreement are mandatory documents that must be provided: (1) Copy of the current state registration of the Vessel. (2) Copy of the Certificate of Title of the Vessel. (3) U.S. Coast Guard Ownership Forms if the Vessel is listed with the U.S. Coast Guard. (4) Photographs showing the vessel and its name. (5) Other Ownership documents as identified in this agreement.

TERMS OF AGREEMENT

This Agreement is entered into by and between Antelope Point Holdings, L.L.C., hereinafter referred to as “Concessioner”, and the above described “Owner” as of the date set forth above. Owner is the owner of the Vessel described above (the “Vessel”). Owner desires to rent the wet slip described herein (the “Slip”) for purposes of mooring or storage of the Vessel at Antelope Point Marina, Lake Powell, Arizona (the “Marina”) for recreational purposes only. Concessioner agrees to rent the Slip to Owner commencing on the above Commencement Date on a month-to-month basis, in accordance with the following terms and conditions:

FEES

1. The Owner shall pay to Concessioner monthly rent for the Slip, stated in the addendum(s) hereto, initial monthly rent, plus applicable sales taxes. The initial monthly rent for a Wet Slip is subject to periodic rate increases as reviewed by the United States Department of the Interior / National Park Service. The monthly rent is set forth on the annual slip fee schedule. Rents for Dry Storage, Enclosed Storage, Other Vessel Storage on lands used by the Marina are not subject to approval by the United States Department of the Interior National Park Service. Those lands are subject to the controls of the Navajo Nation.
2. The monthly wet slip rent is calculated as the greater of the Owner’s Vessel length or the slip length. Monthly rental payments for the Slip are due no later than the first day of each month by automatic credit card charge, electronic funds transfer or check. This monthly rent includes fresh water and a base electricity allowance (which may change from time to time). The Concessioner reserves the right, however, to separately charge for electricity use by the Owner based upon the Concessioner installed electric meters to the extent that an Owner’s usage in any month exceeds the base electricity allowance. Vessels will be allowed up to two power cords as part of the rental, anything over two cords will be charged per cord based on the current rate schedule. All payments shall be made to Concessioner at such an address as Concessioner shall direct. If the Commencement Date is other than the first day of a calendar month, then the first monthly rental payment shall be prorated accordingly based upon a thirty (30) day month. Upon execution of this Agreement, Owner shall pay

Concessioner the first month's pro-rated rental (and if the first month is less than a full month, in addition, the Owner shall pay the Concessioner the second month's full monthly rental) (collectively, the "Initial Payment"). Thereafter, all monthly rental payments shall be due on or before the first day of the month and shall be subject to late charges as set forth herein.

3. Wet Slips at the marina are designated to be used for the moorage, service, and turning of Vessels. The marina continues to experience a demand for slip use beyond the actual number of slips in the water. As part of the fulfillment of the underlying operations of the Glen Canyon National Recreation Area providing access to the waters of Lake Powell vessels are meant to provide access to the waters of the lake on a regular basis and be safe for use on the lake.
4. Dormant Boat / Unsafe Vessel: A vessel may be determined by the marina management to be a Dormant Vessel or a vessel that is unsafe or does not regularly utilize marina services. At a minimum a vessel that does not leave the slip at least three times a year during the period of March 15th through October 15th will be determined to be a Dormant Vessel. Any Dormant Vessel may be moved to dry storage and will then access the lake through launching from dry storage. An unsafe vessel will be moved to dry storage and can only access the lake from the marina if it is determined to be safe.
5. All payments due under this Agreement are due on the first of each month and any payment received after the 5th calendar day of a month will be subject to a late charge equal to 2% of the amount past due and which shall be added to the amount due, compounded monthly.
6. If an Owner is a party to a Slip Reservation Agreement or other like agreement the provisions of that agreement are incorporated into this agreement however any conflicting terms shall be overridden by this agreement. If there is a Slip Reservation Agreement the Concessioner may deduct any delinquent payment (plus applicable late charges) from the "Slip Reservation Fee" collected from Owner by Concessioner pursuant to a separate Slip Reservation Agreement and held by Concessioner as a deposit (and if deducted, the Owner, upon demand from Concessioner, shall be obligated to replenish the Slip Reservation Fee by the amount so deducted).
7. The Owner hereby grants to Concessioner the right to withhold amounts from the Slip Reservation Fee any unpaid rent, fees or other amounts due and owing to Concessioner pursuant to the terms of this Agreement or any other oral or written agreement between Owner and Concessioner regarding the Vessel.

PERMITTED USES, INSURANCES, SLIP LOCATION

8. The slip shall not be used for rental or commercial purposes, including the buying, selling, leasing or chartering of the Vessel or any other vessel. If it is determined by the marina through observation of use of the Vessel, external reservation systems, social media postings, or by any other means that an Owner is engaged in the practice of renting, selling, leasing, chartering, brokering the use or selected periods of use of a vessel to a party that does not have an actual equity interest in the Vessel that Owner shall lose all marina and slip privileges and said Vessel may be unilaterally removed by the Marina into Dry Storage, where it will incur storage costs, until the Vessel is moved from the marina properties.
9. Owner, and Owner's Vessel, shall at all times comply with applicable health, safety and fire codes and regulations. Owner shall not pollute the Marina, and if in violation of this provision Owner shall be responsible for any cleanup costs. Environmental violations are grounds for immediate termination of this Agreement if deemed necessary by the Concessioner. 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, the water or a sludge or emulsion deposited beneath the surface of the water or upon adjoining shorelines, the Vessel's Owner is obligated to immediately report it to Concessioner, the GCNRA and the National Response Center (NRC) at 800-424-8802 / <https://www.epa.gov/emergency-response/national-response-center>. In the event of any discharge or spill, whether hazardous or non-hazardous, Owner will be fully responsible for any costs associated with the cleanup and consequential damages

therefrom. While Concessioner may, at its option, undertake a cleanup of any discharge or spill, it will do so at Owner's expense.

10. Owner agrees to hold Concessioner harmless for any and all claims for damage, losses, demands, causes of action or liabilities of any kind including attorney's fees (hereinafter, 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 Vessel, or the lease of the Slip except for such Claims which result from the sole negligence or intentional acts of Concessioner. The Owner hereby agrees that Concessioner, its agents, and employees, shall not be held liable, for damages attributable to any and all claims of any kind or nature whatsoever, howsoever sustained, which do not solely arise from the negligence or intentional acts or omissions of Concessioner, its agents, or employees. Concessioner shall not be liable to Owner or any passenger of the Vessel for any loss or damage occasioned by or through the act or omission of Owner or any other users or tenants at the Marina. Concessioner shall not be held liable for damages caused through the reasonable and prudent action of its agents or employees. The docking or moorage of the Vessel shall be solely at Owner's risk and peril and Owner acknowledges and agrees that neither Concessioner, nor its agents or employees, shall be liable for any deterioration of or damage to the Vessel, or any article or thing attached thereto, or left on the Vessel, or the contents thereof, unless such damage was caused solely by the negligence of Concessioner. Furthermore, Owner acknowledges that Concessioner is not responsible for any power outages or interruptions in electric service nor shall Concessioner be liable for any injury, loss or damage caused to any person, the Vessel, or any property of Owner arising from any such power outages or interruption in electric service.
11. The Owner further agrees to maintain the Vessel and to use the Marina and recreational facilities at GCNRA in accordance with the Superintendent's Compendium and all applicable NPS regulations and policies. Without limiting the generality of the foregoing, NPS regulations prohibit the establishment of residency aboard the Vessel while the Vessel is stored under the terms of this Agreement. The term "residency" is defined as continuous occupancy over fourteen (14) consecutive days or more than thirty (30) days per calendar year.
12. Owner understands that Concessioner is not providing any insurance on Owner's Vessel, passengers, or property. Owner agrees to maintain the following insurance, with reputable insurance companies, covering the Vessel and any other auxiliary vessel throughout the term of this Agreement: (a) watercraft liability or protection and indemnity insurance in the minimum amount of \$1,000,000 per occurrence combined single limit coverage for bodily injury and property damage with no more than a \$5,000 or 1% of policy limits deductible, whichever amount is greater; (b) pollution liability and excess collision liability in the amount of \$1,000,000 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, its contents any other auxiliary vessel and equipment. All insurance required under (a) and (b) above shall name the Concessioner, the United States Department of the Interior, and the Navajo Nation as additional insureds (and shall contain a waiver of subrogation in favor of the Concessioner, the United States Department of Interior, and the Navajo Nation). Upon execution of this Agreement, and annually thereafter, Owner shall provide to Concessioner, the NPS and the Navajo Nation a certificate of insurance evidencing the above required insurance coverage which shall include a provision requiring 30 days prior written notice to Concessioner, the NPS and the Navajo Nation of any change to, cancellation or non-renewal of such insurance. If Concessioner does not receive proof of insurance, Concessioner may automatically terminate this Agreement and/or impose an administrative fee reviewed by NPS. Owner shall be solely responsible for any damage caused by Owner's Vessel, including damage to the Marina facilities and other users of the Marina and their possessions. Concessioner shall not be under any obligation to accept or receive for safekeeping any property of Owner, but in case any property of Owner shall be so accepted or received by Concessioner, it shall be accepted, received, and held entirely at the risk and hazard of Owner, and Concessioner shall not be liable or responsible for any damages thereto or loss or theft thereof. The Owner agrees not to rent, lease, or receive consideration for the use of the Vessel, and to

restrict the use of the Vessel to the Owner and its guests on a complimentary basis, with no consideration charged or incurred for any such use. The Code of Federal Regulations (36 C.F.R. 5.3) states, "Engaging 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 may be specifically authorized under special regulations applicable to a park area is prohibited." Owner is also precluded from (i) selling the Vessel or any fractional interest therein or in the entity in which the Vessel is titled (while the Vessel is moored within the boundaries of GCNRA and Concessioner Land Assignment within the boundaries of the Navajo Nation); or (ii) engaging in the sale of any personal property at the Marina or on the Lake. Violation of this NPS regulation or this provision of this Agreement could result in immediate termination of this Agreement without providing Owner written notice of default and the opportunity to cure a default.

13. The Owner may make minor alterations and repairs to the Vessel itself (but cannot contract with any third party to make any alterations and repairs except as specifically set forth below) if the performance of same does not interfere with the rights, privileges and safety of other persons or property or the Marina. In no event may Owner perform any repair or maintenance which results in the release or discharge of any material onto the dock, lake or land. Work by an Owner may only be performed at the assigned slip space identified above and only after the Owner has informed Concessioner of the specific work to be performed and has obtained Concessioner's permission to perform such work.
14. The Owner further acknowledges that only Concessioner or an approved Company holding a commercial use authorization (CUA) with the National Park Service is permitted to perform repairs for hire or other work on the Vessel. Any work done by a CUA holder is strictly limited to the provisions of the CUA and may not exceed such provisions. Notwithstanding the foregoing, Concessioner shall permit the original manufacturer of a Vessel (or its agent) to effect warranty repairs to such Vessel in connection with the original manufacturer's warranty provided with the Vessel, provided, that (i) there is no additional cost for the warranty or for the warranty repair; (ii) the manufacturer or Owner notifies Concessioner prior to performing any such warranty repair; (iii) a copy of the warranty and purchase agreement for the Vessel is provided to Concessioner; (iv) the Concessioner authorizes the work to be performed pursuant to the warranty; and (v) no such warranty repair work may be performed at the Marina after the expiration of 18 months from the commencement of the original warranty. Concessioner may prohibit any warranty repair work from being performed at the Marina if any of the above provisions or any additional provisions of this paragraph are violated. Any party performing permitted warranty work on the Vessel while at the Marina must obtain and present to Concessioner the following: a certificate evidencing workman's compensation coverage and Concessioner's required liability insurance coverage naming Concessioner, the United States Department of Interior and the Navajo Nation as additional insureds.
15. The posting of "For Sale" or "For Rent" signs and/or appointing of a third-party broker is strictly prohibited. The Owner may enter into a brokerage agreement with the Concessioner to perform any and all sale services. Owner gives Concessioner permission to board Vessel to remove any unauthorized "For Sale" or "For Rent" signs at Owner's expense. The Owner can contact the designated Brokerage Department for buying, selling, and any other related activities.
16. This Agreement is personal to the Owner but inures to the actual vessel. The Owner may replace his or her Vessel, with notice to and approval by the Concessioner and execution of documentation of the new vessel. It is understood that any requests to or for approval by the Concessioner may involve administrative fees. Owner may not assign, sublet, 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 Slip storage to which the Agreement pertains including, without limiting the generality of the foregoing: (i) the sale or transfer of all or a portion of Owner's interest in the Vessel or (ii) if Owner is a corporation, limited liability company, or partnership or trust, the sale or transfer of any ownership interest in such entity by an Owner of such entity during that Vessel's tenure in the marina, without the written consent of the Concessioner and NPS. In the event Owner attempts to assign,

transfer, or pledge its rights in this Agreement, or sublicense, lease, or grant any use rights in the slip storage in violation of the provisions of this Agreement, such attempt shall be void and Concessioner shall have the right to terminate this Agreement with written notice to Owner. The Owner is limited to holding two (2) on the water slip agreements.

17. The Owner acknowledges receipt of a copy of the Policies and Procedures established by Concessioner and this Agreement specifically incorporates those policies and procedures all of which are subject to change from time to time by Concessioner in its discretion. Concessioner will provide Owner with a copy of any modifications thereto. Owner's violation of any of those policies and procedures may be the basis for the Concessioner to terminate this Agreement. Furthermore, Owner must comply with all NPS rules and regulations and Owner's ignorance of NPS rules and regulations will not be accepted as an excuse for non-compliance. A violation of the NPS rules and regulations shall constitute a default under this Agreement and may provide the basis for Concessioner to terminate this Agreement.

FULL OWNERSHIP DETAILS

18. In order to permit Concessioner to comply with the policies established by the NPS governing the Glen Canyon National Recreation Area ("GCNRA") Owner shall provide proof of ownership of the Vessel to Concessioner. On an annual basis and no later than each May 1st, Owner shall provide Concessioner with a copy of the current registration of the Vessel, and such other evidence of ownership as Concessioner may request from time to time. In the event the Vessel is owned by a legal entity other than an individual, the owner of record, shall provide to the Concessioner such evidence as the Concessioner may request evidencing the validity and formation of such entity, which may include but not be limited to, the Articles of Incorporation, by-laws, partnership agreement, Operating Agreement, or other documents of formation or organization, certificate of owners, officers, directors, managers, and other authorized representatives of the Owner, and a certificate of the authority permitting the individual signing this Agreement to do so. The Owner shall provide Concessioner with a current list of all of the parties who have an ownership interest in the Vessel (or the entity in which name the Vessel is registered), together with those parties' addresses and contact information. Multiple ownership in the Vessel (or the entity in which the name of the Vessel is registered) will be limited to twelve (12) individuals or less and further provided that such multiple ownership shall not constitute a timeshare as set forth in applicable NPS regulations or policies. Legal entities formed for the purpose of owning the Vessel will be treated as multiple owners in the Vessel and be required to meet multiple ownership conditions, policies and procedures as established by the NPS and the Concessioner. If one of the owners of an entity which owns a Vessel is itself an entity, the owners of that entity shall be aggregated for purposes of the twelve-owner rule. For example, if a Vessel is owned by two limited liability companies and each such limited liability company is, in turn, owned by three separate members, each of those limited liability companies must provide the names of their respective individual members and these individual members shall be considered for purposes of this twelve-owner rule. In the above example, the Vessel shall be considered as having six owners. The Owner must be the same individual/entity as listed on the title and registration of the Vessel. Any change in ownership or contact information must be reported to the Concessioner within thirty (30) days. Owner's failure to timely provide this information to Concessioner may result in the imposition of an administrative fee, levied against Owner for each month that such information is outstanding. If after two months the Owner fails to provide this information then the Concessioner may terminate this agreement, and the Owner will lose all slip privileges. The administrative fee amount will be the amount that has been pre-approved by the NPS. Such a fee may be assessed commencing thirty (30) days after notification of the Owner by Concessioner of the delinquency in providing the information.

19. The slip and related fees due hereunder are due monthly. They are non-prorated and non-refundable. If there is a Slip Reservation or other agreement slip, and related fees may be charged against the Slip Reservation Fee monies held by the marina.
20. Payment of the administration fee will not permit the Owner's non-compliance with the terms of this paragraph and Concessioner retains the right to immediately terminate this Agreement for Owner's failure to provide this information any time after thirty (30) days have elapsed after notification of Owner by Concessioner.

SLIP LOCATION, SLIP SECURITY, SLIP SAFETY, VESSEL RESTRICTIONS

21. It is hereby agreed and understood that Concessioner may move Owner's Vessel, at Concessioner's expense, and in such event shall assign Owner a new slip number for purposes of identifying the location of the Vessel. The Concessioner shall use reasonable commercial efforts to attempt to notify the Owner prior to the Concessioner's moving of the Vessel, but if Concessioner is unable to do so, Concessioner shall notify Owner as soon as practical that the Vessel has been moved. Concessioner assumes no responsibility for minor surface scratches or normal wear and tears that may occur through normal handling of Owner's Vessel.
22. The Owner, at all times, shall be responsible for taking all necessary precautions to properly secure the Vessel. Halyards on sailboat should be secured. If, in the judgment of the Concessioner, the Vessel is inadequately secured, Concessioner has the right but not the obligation to re-secure the Vessel or halyard at the expense of the Owner, but Concessioner assumes no liability for securing the Vessel or the adequacy of any lines securing the vessel to the slip.
23. In accordance with Superintendent's Compendium, private vessels may be limited in length and or width. Total length and beam include all temporary and permanent appurtenances. Manually operated gangplanks designed for passengers boarding that retract flush with the hull when the vessel is underway will be exempted from the appurtenance clause. Total length will be determined by a straight-line measurement from the foremost part of the vessel to the aftmost part of the vessel, measured end-to-end over the deck excluding sheet, and measured parallel to the centerline, with all appurtenances, (excluding gangplanks) in a fully extended position. Total beam will be determined by a straight-line measurement from the outermost sides of the vessel at its widest point with all appurtenances in a fully extended position. Additionally, pulpits and platforms of Vessels must be within the dimensions of the slip with no overhang over dock areas or passageways.
24. The Owner agrees to observe other relevant Policies and Procedures applicable to the slip storage space.
25. Dock boxes will not be allowed at the Marina.
26. The Owner has inspected the rental moorage and accepts it in an as-is basis with no written or oral warranties or guarantees. Further, no alterations or modifications to the slip, dock or any other area of the moorage may be made by the Owner without the prior written consent of the Concessioner.
27. The Owner represents and warrants to Concessioner that the Vessel is, in all respects, and shall remain so long as the Vessel is in the Marina or on Lake Powell, in a seaworthy condition. In the event that the Vessel sinks while located at any moorage or while otherwise occupying Marina waters, it is Owner's obligation to dewater, raise and remove the Vessel and Owner (or its insurer) must contact Concessioner to salvage the Vessel. Concessioner will attempt to contact Owner so that Owner may authorize Concessioner to refloat and remove the Vessel. If Concessioner is unable to contact Owner, or if the Vessel poses a danger to any other vessel, object or person at the Marina, Concessioner may, at its option, take steps to raise and remove the Vessel at Owner's sole cost and expense and without any liability to Concessioner. The Concessioner and NPS may board the Vessel at any time, without prior notice, regardless of documentation, for health, environmental or safety purposes, to protect the Marina or other property, and/or the public peace.

28. The Owner's rights hereunder are solely for the privilege of mooring or docking the Vessel and in no event shall this Agreement constitute a bailment arrangement between Owner on the one hand and the Concessioner, the NPS and/or the Navajo Nation on the other hand.
29. If the Owner fails for a period of six months during the term of this Agreement to use the licensed dock slip for mooring the Vessel, Owner shall be deemed to have abandoned the licensed dock slip, unless a request for an extension has been submitted, in writing, and been approved by Concessioner (which approval shall not be unreasonably withheld), and in such event, this Agreement shall be terminated by Concessioner by giving 30 days written notice to Owner.
30. Upon termination of this Agreement for any reason, Owner shall deliver the Slip used in as good condition as received by Owner, reasonable wear and tear excepted. Concessioner, upon termination of this Agreement for any reason, shall have the right to remove the Vessel and store it elsewhere at Owner's expense and charge a per day/storage fee in addition to any other remedies available to Concessioner pursuant to this Agreement. All charges must be paid in full prior to the removal of the Vessel from the Concessioner's premises.
31. Any notice to be given hereunder shall be dated, deemed delivered, when personally delivered or by email that is verified or after 72 hours after depositing such notice in the United States mail. Any such notice shall be directed to the Owner at the address set forth herein, or at such other address as Owner may, in writing, provide to Concessioner. Any notice to Concessioner must be given to Concessioner at Concessioner's address set forth herein or at such other address as Concessioner may, in writing, provide to Owner.
32. No waiver by Concessioner of any breach by the 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 not seeking 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, the Slip Reservation Fee Agreement and the Concessioner's 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.
33. This Agreement is subject to Federal Maritime law and shall also be governed under applicable Arizona or Utah law. To the extent that any claim is brought against the NPS Federal Law shall apply to such a claim. Any claims or disputes under this Agreement may be brought by either party in the Superior Court of Arizona (the Page Justice Court if jurisdictional limits so permit), or in the District Court(s) of Utah or other relevant Utah Courts, or if applicable, or in the United States District Court for the District of Arizona or Utah. Notwithstanding the foregoing, Owner acknowledges and agrees that Concessioner shall always have the right to remove any case to the federal court.
34. It is further agreed and understood by Owner, including all those under Owner's charge (such as Owner's family, servants, agents, guests, associates, and invitees) that any claim against Concessioner, whether brought under this Agreement or otherwise, must be brought within one year after the claim has arisen.
35. In the event Owner fails to comply with any provision of this Agreement, including the payment of any monthly rent, the Marina Policies and Procedures and the NPS rules and regulations, Owner shall be in default. Except as described elsewhere in the Agreement and below, Owner shall be given written notice of default at the Owner's address. In the event Owner does not cure a payment default within fifteen (15) days from the date of such notice or cure any other default (except as stated below) within thirty (30) days of such notice, Concessioner shall be entitled to terminate this Agreement without further notice to Owner. Owner shall be entitled to receive one written notice of default or violation of the Policies and Procedures of Concessioner and the rules and regulations of the NPS which may be cured within the above time period, and thereafter Concessioner may pursue all its

available remedies at law or equity, including the right to terminate this Agreement, take possession of the Vessel and or slip space, or bring legal action for the amount due, or any combination of the above remedies, without further notice for any subsequent default or violation including a default or violation which is different from those specific in the first written notice. If the Concessioner takes possession of the Vessel Concessioner is entitled to move the Vessel to dry storage space within the marina grounds operated by the Concessioner and charge the Owner for all related removal and space costs. The Vessel then being subject to the terms and conditions of a relevant Dry Storage Agreement. In the event Owner violates the regulation of the NPS (36 C.F.R. 5.3) which prohibits business operations (described in Section 15), or other illegal commercial activities, including the advertising of opportunities to engage in the unauthorized sale, transfer, or rental of any personal property associated with the assigned slip storage space under this Agreement, Concessioner shall be entitled to terminate this Agreement immediately and Owner shall not be given an opportunity to cure. To ensure compliance with this Agreement, contact the Brokerage Department or Marina office with any questions and do not engage in activity without written permission from Concessioner. In addition, thereto, Concessioner shall be entitled to recover all of its attorneys' fees and costs incurred. In the event Concessioner asserts its lien, as provided below, and the proceeds of the sale of the Vessel and any property on the Vessel are insufficient to pay the amounts owed to Concessioner, Concessioner shall be entitled to a personal judgment for the amount of such deficiency.

36. This Agreement shall be effective from the Commencement Date and shall continue until terminated either by Owner or Concessioner in accordance with its terms. If not in default hereunder, Owner may terminate this Agreement at any time upon 30 days prior written notice to Concessioner and Concessioner may terminate this Agreement at any time upon 30 days prior written notice to Owner.
37. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs of suit from the non-prevailing party.

MARINA SERVICES AGREEMENTS

38. The marina offers services to Owners and users of the slips. These services are scheduled and agreed to through a system (including an online system) wherein services may be requested. These services include but are not limited to services offered through Antelope Point Holdings, LLC, Apex, Gunsight Transport, (subsidiaries of Antelope Point Holdings, LLC) and third-party providers that work in coordination with Antelope Point Holdings, LLC. Those services include but are not limited to: (a) valet launch and retrieval, transportation and towing, guest services including tours and events, boat brokerage, mechanical services, houseboat support services, boat storage, piloting, anchoring, salvage, pump out, winterizing, turn-around, and other services. Those services may be requested and agreed to through an online platform maintained by the marina. Through the execution of this agreement all payment terms, conditions, lien rights, security, enforcement, collection, defaults, and related conditions extend to the Owner and to the Vessel indicated on this agreement. The Owner warrants and certifies that any party entering into the marina services agreements on behalf of the Vessel shall bind the Owner for all payments due under said services agreements. Unpaid services are subject to collection against any reserves, payments, accounts related to the slip, dry storage and other agreements between the Owner, Vessel, and the marina. Defaults for services rendered are deemed to be defaults under this agreement.

LIEN RIGHTS, SECURITY INTEREST, DEFAULTS, ADDITIONAL TERMS

39. The Owner grants to the Concessioner a security interest in the above stated Vessel, vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture, and tackle, to secure payment and performance of all obligations, conditions, and covenants hereunder. A default in payment of any of the financial obligations or Owner, the conditions of this Agreement or the covenants of Owner hereunder shall constitute a default under this Agreement. Upon such default, Concessioner may declare all obligations, conditions, and covenants immediately due and payable, may board, move and possess said Vessel and vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle and seize and dispose of said Vessel, vessels, engines,

outboard motors, fittings, furnishings, trailers, furniture, and tackle at a commercially reasonable sale. In the event that Concessioner elects to foreclose the lien and obtain title or otherwise sell the Vessel and other possessions, Owner hereby appoints Concessioner as its attorney-in-fact to execute any and all documents necessary to transfer title to Concessioner. Concessioner hereby retains all other rights and remedies and no action or inaction by Concessioner will constitute a waiver hereunder.

40. Owner further grants to Concessioner a possessory or maritime lien (pursuant to the terms and conditions of the Federal Maritime Lien Act 46 U.S.C. 31301 et. seq.) on the Vessel moored pursuant to this Agreement as security for any unpaid fees or other amounts due and owing to Concessioner pursuant to this Agreement. The Owner also agrees that the lien may be foreclosed pursuant to the terms of Arizona Revised Statutes §33-1023 and or Utah Code §38-2-4 and §38-8-1 as well as any other applicable laws as appropriate in the event enforcement and foreclosure of this lien becomes necessary. Owner shall pay to Concessioner all attorneys' fees and other costs incurred by Concessioner to enforce the terms of this Agreement and Owner further agrees to reimburse Concessioner for any damages or loss of revenues as well as any other consequential damages suffered by Concessioner as a result of Owner's breach of any terms of this Agreement.

GOLF CART POLICIES ON THE DOCKS AND AT THE MARINA

41. The Owner agrees to abide by the golf cart policies of the marina as set forth from time to time.

SWIMMING POLICY

42. The Owner agrees to abide by the swimming policy of the marina as set forth from time to time.

PILOTING AND ANCHORING

43. The Owner agrees to adhere to, abide by and be bound by all terms and conditions of piloting and anchoring agreements.

LITHIUM BATTERY POLICIES

44. The Owner agrees to adhere to, abide by and be bound by all terms and conditions of lithium battery policies.

DRY STORAGE AGREEMENT POLICIES

45. To the extent that Vessel is not in a slip and utilizes Dry Storage and / or the Storage Yard of the Marina the additional provisions of the Dry Storage Agreement, Enclosed Storage, and Marina Services the Policies shall apply to the Owner and the Vessel.

Concessioner's Contact Information is: Antelope Point Marina. (<https://antelopepointlakepowell.com>)
537 Marina Parkway, Navajo Route 22B, PO BOX 880, Page, Arizona 86040. (928) 645-5900.

Signature of Owner/Owner's Representative

Its:

Date:

Antelope Point Holdings, L.L.C.

Its:

Date:

TERMS OF AGREEMENT & ADDENDUM(S)

These terms and conditions apply to all Vessels stored in Dry Storage or in Enclosed Stores on the premises as Antelope Point Marina. This term and conditions are entered into by and between Antelope Point Holdings, L.L.C., hereinafter referred to as "Concessioner", and the described "Owner" as of the date set forth above. If the Owner also holds Owner is the owner of the boat described above (the "Boat"). Owner desires to rent Dry Storage Space (the "Space") or Enclosed Storage Space described herein for purposes of servicing, launching or storage of the Boat at Antelope Point Marina, Lake Powell, Arizona (the "Marina") for recreational purposes only. It is acknowledged that the Space may or may not be within the confines of the physical area governed by the United States Department of the Interior National Park Service (NPS) as the grounds of the Marina are only partially within said physical areas. Portions of the marina operations lie on land owned by the Navajo Nation which lands are leased to Antelope Point Holdings, L.L.C. When the Space is outside of the NPS areas specific provisions referred to herein that are subject to rules and regulations of the NPS may not apply. Provided that Concessioner may elect for health, safety, and legal lien and other rights to hold the Owner to an equal standard of care as set forth in the NPS rules and regulations that apply to Space within the boundaries of the NPS. Concessioner agrees to rent the Space to Owner commencing on the above Commencement Date on a month-to-month basis. If the Owner or if the Owner is part of the Ownership of a Vessel that has a on the water slip agreement all provisions of the on the water slip agreement shall also apply to the Owner and the Vessel as set forth in the on the Water Slip Agreement.

1. Owner shall pay to Concessioner monthly rent for the Space, at the initial monthly rent stated in the addendum(s) hereto plus applicable sales taxes. The initial monthly rent is subject to periodic rate increases as approved by the United States Department of the Interior National Park Service (NPS). The monthly rent is calculated as the greater of the Owner's boat length or the Space length. Monthly rental payments for the Space are due no later than the first day of each month by automatic credit card charge, electronic funds transfer or check. All payments shall be made to Concessioner at such address as Concessioner shall direct. If the Commencement Date is other than the first day of a calendar month, then the first monthly rental payment shall be prorated accordingly based upon a thirty (30) day month. Upon execution of this Agreement, Owner shall pay Concessioner the first month's pro-rated rental (and if the first month is less than a full month, in addition, the Owner shall pay the Concessioner the second month's full monthly rental) (collectively, the "Initial Payment"). Thereafter, all monthly rental payments shall be due on or before the first day of the month and shall be subject to late charges as set forth in paragraph 3 below.

2. All payments due under this Agreement are due on the first of each month and any payment received after the 5th calendar day of a month will be subject to a late charge equal to 2% of the amount past due and which shall be added to the amount due, compounded monthly. The Concessioner may deduct any delinquent payment (plus applicable late charges) from the "Space Reservation Fee" collected from Owner by Concessioner pursuant to a separate Space Reservation Fee Schedule and held by Concessioner as a deposit (and if deducted, the Owner, upon demand from Concessioner, shall be obligated to replenish the Space Reservation Fee by the amount so deducted).

3. Owner hereby grants to Concessioner the right to withhold amounts from the Space Reservation Fee any unpaid rent, fees, or other amounts due and owing to Concessioner pursuant to the terms of this Agreement or any other oral or written agreement between Owner and Concessioner regarding the Boat

PERMITTED USES, INSURANCES, SPACE LOCATION

4. The Space shall not be used for rental or commercial purposes, including the buying, selling, leasing, or chartering of the Boat or any other vessel. The Owner can contact the designated Brokerage Department for buying, selling, and any other related activities.

5. Owner, and Owner's Boat, shall at all times comply with applicable health, safety and fire codes and regulations. Owner shall not pollute the Marina grounds and if in violation of this provision Owner shall be responsible for any clean-up costs. Environmental violations are grounds for immediate termination of this Agreement if deemed necessary by the Concessioner. 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, or a sludge or emulsion deposited on the ground shorelines, the Boat's Owner is obligated to immediately report it to Concessioner, the GCNRA and GCNRA and the National Response

Center (NRC) at 800-424-8802 / <https://www.epa.gov/emergency-response/national-response-center>. In the event of any discharge or spill, whether hazardous or non-hazardous, Owner will be fully responsible for any costs associated with the clean-up and consequential damages therefrom. While Concessioner may, at its option, undertake a clean-up of any discharge or spill, it will do so at Owner's expense.

6. Owner agrees to indemnify, defend and hold Concessioner harmless for any and all claims for damage, losses, demands, causes of action or liabilities of any kind including attorney's fees (hereinafter, 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 lease of the Space except for such Claims which result from the sole negligence or intentional acts of Concessioner. Owner hereby agrees that Concessioner, its agents, and employees, shall not be held liable, for damages attributable to any and all claims of any kind or nature whatsoever, howsoever sustained, which do not solely arise from the negligence or intentional acts or omissions of Concessioner, its agents, or employees. Concessioner shall not be liable to Owner or any passenger of the Boat for any loss or damage occasioned by or through the act or omission of Owner or any other users or tenants at the Marina. Concessioner shall not be held liable for damages caused through the reasonable and prudent action of its agents or employees. The dry storage of the Boat shall be solely at Owner's risk and peril and Owner acknowledges and agrees that neither Concessioner, nor its agents or employees, shall be liable for any deterioration of or damage to the Boat, or any article or thing attached thereto, or left on the Boat, or the contents thereof.

7. Owner further agrees to maintain the Boat and to use the Marina and recreational facilities at GCNRA in accordance with the Superintendent's Compendium and all applicable NPS regulations and policies. 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" is defined as continuous occupancy over fourteen (14) consecutive days or more than thirty (30) days per calendar year.

8. Owner understands that Concessioner is not providing any insurance on Owner's boat, passengers, or property. 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 \$1,000,000 per occurrence combined single limit coverage for bodily injury and property damage with no more than a \$5,000 or 1% of policy limits deductible, whichever amount is greater; (b) pollution liability and excess collision liability in the amount of \$1,000,000 per occurrence, combined single limit; and (c) hull and machinery, including physical damage insurance, in amounts sufficient to cover the actual value of the Boat, its contents any other auxiliary vessel and equipment. All insurance required under (a) and (b) above shall name the Concessioner, the United States Department of the Interior, and the Navajo Nation as additional insureds (and shall contain a waiver of subrogation in favor of the Concessioner, the United States Department of Interior and the Navajo Nation). Upon execution of this Agreement, and annually thereafter, Owner shall provide to Concessioner, the NPS and the Navajo Nation a certificate of insurance evidencing the above required insurance coverage which shall include a provision requiring 30 days prior written notice to Concessioner, the NPS and the Navajo Nation of any change to, cancellation or non-renewal of such insurance. If Concessioner does not receive proof of insurance, Concessioner may automatically terminate this Agreement and/or impose an administration fee approved by the NPS. Owner shall be solely responsible for any damages caused by Owner's Boat, including damages to the Marina facilities and other users of the Marina and their possessions. Concessioner shall not be under any obligation to accept or receive for safekeeping any property of Owner, but in case any property of Owner shall be so accepted or received by Concessioner, it shall be accepted, received, and held entirely at the risk and hazard of Owner, and Concessioner shall not be liable or responsible for any damages thereto or loss or theft thereof. Owner agrees not to rent, lease, or receive consideration for the use of the Boat, and to restrict the use of the Boat to Owner and its guests on a complimentary basis, with no consideration charged or incurred for any such use. The Code of Federal Regulations (36 C.F.R. 5.3) states, "Engaging 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 may be specifically authorized under special regulations applicable to a park area is prohibited." Owner is also precluded from (i) selling the Boat or any fractional interest therein or in the entity in which the Boat is titled (while the Boat is moored within the boundaries of GCNRA and Concessioner Land Assignment within the boundaries of the Navajo Nation); or (ii) engaging in the sale of any personal property at the Marina or on the Lake. Violation of this NPS regulation or this provision of this Agreement could result in immediate termination of this Agreement without providing Owner written notice of default and the opportunity to cure a default.

9. Owner may make minor alterations and repairs to the Boat itself (but cannot contract with any third party to make any alterations and repairs except as specifically set forth below) if the performance of same does not interfere with the rights, privileges and safety of other persons or property or the Marina. In no event may Owner perform any repair or maintenance which results in the release or discharge of any material onto the land. Work by an Owner may only be performed at the assigned Space identified above and only after the Owner has informed Concessioner of the specific work to be performed and has obtained Concessioner's permission to perform such work. Owner further acknowledges that only Concessioner or an approved C.U.A. Holder is permitted to perform repairs for hire or other work on the Boat. Any work done by a C.U.A. Holder is strictly limited to the provisions of the C.U.A. and may not exceed such provisions. Notwithstanding the foregoing, Concessioner shall permit the original manufacturer of a Boat (or its agent) to effect warranty repairs to such Boat in connection with the original manufacturer's warranty provided with the Boat, provided, that (i) there is no additional cost for the warranty or for the warranty repair; (ii) the manufacturer or Owner notifies Concessioner prior to performing any such warranty repair; (iii) a copy of the warranty and purchase agreement for the Boat is provided to Concessioner; (iv) the Concessioner authorizes the work to be performed pursuant to the warranty; and (v) no such warranty repair work may be performed at the Marina after the expiration of 18 months from the commencement of the original warranty. Concessioner may prohibit any warranty repair work from being performed at the Marina if any of the above provisions or any additional provisions of this paragraph 16 is violated. Any party performing permitted warranty work on the Boat while at the Marina must obtain and present to Concessioner the following: a certificate evidencing workman's compensation coverage and Concessioner's required liability insurance coverage naming Concessioner, the United States Department of Interior and the Navajo Nation as additional insureds.

10. The posting of "For Sale" or "For Rent" signs and/or appointing of a third-party broker is strictly prohibited. The Concessioner may enter into a brokerage agreement with Owner to perform sale services. Owner gives Concessioner permission to board boat to remove any unauthorized "For Sale" or "For Rent" signs at Owner's expense.

11. This Agreement is personal to Owner, though Owner may replace his or her Boat, with notice to and approval by the Concessioner. It is understood that any requests to or approval by the Concessioner may involve administrative fees. Owner may not assign, sublet, 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 Space storage to which the Agreement pertains including, 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, limited liability company, or partnership or trust, the sale or transfer of any ownership interest in such entity by an Owner of such entity during that Boat's tenure in the marina or on the grounds of the marina, without the written consent of the Concessioner and NPS. In the event Owner attempts to assign, transfer, or pledge its rights in this Agreement, or sublicense, lease, or grant any use rights in the Space storage in violation of the provisions of this Agreement, such attempt shall be void and Concessioner shall have the right to terminate this Agreement with written notice to Owner.

12. Owner acknowledges receipt of a copy of the Policies and Procedures established by Concessioner and this Agreement specifically incorporates those policies and procedures all of which are subject to change from time to time by Concessioner in its discretion. Concessioner will provide Owner with a copy of any modifications thereto. Owner's violation of any of those policies and procedures may be the basis for the Concessioner to terminate this Agreement. Furthermore, Owner must comply with all NPS rules and regulations and Owner's ignorance of NPS rules and regulations will not be accepted as an excuse for noncompliance. A violation of the NPS rules and regulations shall constitute a default under this Agreement and may provide the basis for Concessioner to terminate this Agreement.



FULL OWNERSHIP DETAILS

13. In order to permit Concessioner to comply with the policies established by the NPS governing the Glen Canyon National Recreation Area ("GCNRA") Owner shall provide proof of ownership of the Boat to Concessioner. On an annual basis and no later than each May 1st, Owner shall provide Concessioner with a copy of the current registration of the Boat, and such other evidence of ownership as Concessioner may request from time to time. In the event the Boat is owned by a legal entity other than an individual, the owner of record, shall provide to the Concessioner such evidence as the Concessioner may request evidencing the validity and formation of such entity, which may include but not be limited to, the Articles of

Incorporation, by-laws, partnership agreement, Operating Agreement, or other documents of formation or organization, certificate of owners, officers, directors, managers, and other authorized representatives of the Owner, and a certificate of the authority permitting the individual signing this Agreement to do so. Owner shall provide Concessioner with a current list of all of the parties who have an ownership interest in the Boat (or the entity in which name the Boat is registered), together with those parties' addresses and contact information. Multiple ownership in the Boat (or the entity in which name the Boat is registered) will be limited to twelve (12) individuals or less and further provided that such multiple ownership shall not constitute a timeshare as set forth in applicable NPS regulations or policies. (There may be up to (18) owners in some circumstances). Legal entities formed for the purpose of owning the Boat will be treated as multiple owners in the Boat and be required to meet multiple ownership conditions, policies and procedures as established by the NPS and the Concessioner. If one of the owners of an entity which owns a Boat is itself an entity, the owners of that entity shall be aggregated for purposes of the twelve-owner rule. For example, if a Boat is owned by two limited liability companies and each such limited liability company is, in turn, owned by three separate members, each of those limited liability companies must provide the names of their respective individual members and these individual members shall be considered for purposes of this twelve-owner rule. In the above example, the Boat shall be considered as having six owners. The Owner must be the same individual/entity as listed on the title and registration of the Boat. Any change in ownership or contact information must be reported to the Concessioner within thirty (30) days. Owner's failure to timely provide this information to Concessioner may result in the imposition of an administrative fee, approved by the NPS, levied against Owner for each month that such information is outstanding. Such fee may be assessed commencing thirty (30) days after notification of Owner by Concessioner of the delinquency in providing the information. The administration fee, due monthly, is not prorated and non-refundable, and may be charged against the Space Reservation Fee. Payment of the administration fee will not permit Owner's non-compliance with the terms of this paragraph and Concessioner retains the right to immediately terminate this Agreement for Owner's failure to provide this information any time after thirty (30) days have elapsed after notification of Owner by Concessioner.

SPACE LOCATION, SPACE SECURITY, SPACE SAFETY, VESSEL RESTRICTIONS

14. It is hereby agreed and understood that Concessioner may move Owner's Boat, at Concessioner's expense, and in such event shall assign Owner a new Space for purposes of identifying the location of the Boat. The Concessioner shall use reasonable commercial efforts to attempt to notify Owner prior to the Concessioner's moving of the Boat, but if Concessioner is unable to do so, Concessioner shall notify Owner as soon as practical that the Boat has been moved. Concessioner assumes no responsibility for minor surface scratches or normal wear and tear that may occur through normal handling of Owner's Boat. If the Boat / Vessel is determined in the sole discretion of marina management to be a Dormant Vessel or a vessel that is unsafe or does not regularly utilize marina services that Boat / Vessel may be moved on the marina property to a holding location as noted in section 19 herein.

15. Owner, at all times, shall be responsible for taking all necessary precautions to properly secure the Boat. Halyards on sailboats should be secured. If, in the judgment of the Concessioner, the Boat is inadequately secured, Concessioner has the right but not the obligation to resecure the Boat or halyard at the expense of the Owner, but Concessioner assumes no liability for securing the Boat or the adequacy of any lines securing the vessel to the Space.

16. In accordance with Superintendent's Compendium, private vessels may be limited in length and or width. Total length and beam include all temporary and permanent appurtenances. Manually operated gangplanks designed for passengers boarding that retract flush with the hull when the vessel is underway will be exempted from the appurtenance clause. Total length will be determined by a straight-line measurement from the foremost part of the vessel to the aftmost part of the vessel, measured end-to-end over the deck excluding sheet, and measured parallel to the centerline, with all appurtenances, (excluding gangplanks) in a fully extended position. Total beam will be determined by a straight-line measurement from the outermost sides of the vessel at its widest point with all appurtenances in a fully extended position. Additionally, pulpits and platforms of boats must be within the dimensions of the Space.

17. Owner agrees to observe other relevant Policies and Procedures applicable to the Space storage space.

18. Owner has inspected the rental space and accepts it in an as-is basis with no written or oral warranties or guarantees. Further, no alterations or modifications to the Space, dock or any other area of the moorage may be made by the Owner without the prior written consent of the Concessioner.

19. Owner represents and warrants to Concessioner that the Boat is, in all respects and shall remain so long as the Boat is in the Marina or on Lake Powell, in a seaworthy condition. If the Boat is not in a seaworthy condition or is otherwise damaged such that it presents a hazard the Concessioner reserves the right to remove the boat to a location that will not affect other users of the Marina. Such action will be as the at Owner's sole cost and expense and without any liability to Concessioner. Concessioner and NPS may board the Boat at any time, without prior notice, regardless of documentation, for health, environmental or safety purposes, to protect the Marina or other property, and/or the public peace. Upon such a determination that the Boat / Vessel is not seaworthy or is a dormant vessel marina management will send a notice to the Owner that the boat may not be launched from the marina and other applicable restrictions and cure provisions that the Owner must take. If the Owner fails to take those cure provisions within a reasonable time the Boat / Vessel may be removed to an offsite third-party storage location and the Owner shall bear all costs of remove and storage at said location. An unsafe can only access the lake from the marina if it is determined to be safe.

20. Owner's rights hereunder are solely for the privilege storing, and or launching or mooring or docking the Boat and in no event shall this Agreement constitute a bailment arrangement between Owner on the one hand and the Concessioner, the NPS and/or the Navajo Nation on the other hand.

21. If Owner fails for a period of nine months during the term of this Agreement to make payments and or take care of the boat, Owner shall be deemed to have abandoned the boat, unless a request for an extension has been submitted, in writing, and been approved by Concessioner (which approval shall not be unreasonably withheld), and in such event, this Agreement shall be terminated by Concessioner by giving 30 days written notice to Owner

LIEN RIGHTS, SECURITY INTEREST, DEFAULTS, ADDITIONAL

22. Owner hereby grants to Concessioner a security interest in the above stated Boat, vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture, and tackle, to secure payment and performance of all obligations, conditions, and covenants hereunder. A default in payment of any of the financial obligations or Owner, the conditions of this Agreement or the covenants of Owner hereunder shall constitute a default under this Agreement. Upon such default, Concessioner may declare all obligations, conditions, and covenants immediately due and payable, may board, move and possess said Boat and vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle and seize and dispose of said Boat, vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle at a commercially reasonable sale. In the event that Concessioner elects to foreclose the lien and obtain title or otherwise sell the Boat and other possessions, Owner hereby appoints Concessioner as its attorney-in-fact to execute any and all documents necessary to transfer title to Concessioner. Concessioner hereby retains all other rights and remedies and no action or inaction by Concessioner will constitute a waiver hereunder.

23. Owner further grants to Concessioner a possessory or maritime lien (pursuant to the terms and conditions of the Federal Maritime Lien Act 46 U.S.C. 31301 et. seq.) on the Boat moored pursuant to this Agreement as security for any unpaid fees or other amounts due and owing to Concessioner pursuant to this Agreement. Owner also agrees that the lien may be foreclosed pursuant to the terms of Arizona Revised Statutes §33-1023 and or Utah Code §38-2-4 and §38-8-1 as well as any other applicable laws as appropriate in the event enforcement and foreclosure of this lien becomes necessary. Owner shall pay to Concessioner all attorneys' fees and other costs incurred by Concessioner to enforce the terms of this Agreement and Owner further agrees to reimburse Concessioner for any damages or loss of revenues as well as any other consequential damages suffered by Concessioner as a result of Owner's breach of any terms of this Agreement.

24. Concessioner, upon termination of this Agreement for any reason, shall have the right to remove the Boat and store it elsewhere at Owner's expense and charge a per day/storage fee in addition to any other remedies available to Concessioner pursuant to this Agreement. All charges must be paid in full prior to the removal of the Boat from the Concessioner's premises.

25. Any notice to be given hereunder shall be dated, deemed delivered, when personally delivered or by email that is verified or after 72 hours after depositing such notice in the United States mail. Any such notice shall be directed to the Owner at the address set forth herein, or at such other address as Owner may, in writing, provide to Concessioner. Any notice to Concessioner must be given to Concessioner at Concessioner's address set forth herein or at such other address as Concessioner may, in writing, provide to Owner.

26. No waiver by Concessioner of any breach by the 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, the Space Reservation Fee Agreement and the Concessioner's 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.

27. This Agreement is subject to Federal Maritime law and shall also be governed under applicable Arizona or Utah law. Any claims or disputes under this Agreement may be brought by either party in the Superior Court of Arizona (the Page Justice Court if jurisdictional limits so permit), or in the District Court(s) of Utah or other relevant Utah Courts, or if applicable, or in the United States District Court for the District of Arizona or Utah. Notwithstanding the foregoing, Owner acknowledges and agrees that Concessioner shall always have the right to remove any case to the federal court.

28. It is further agreed and understood by Owner, including all those under Owner's charge (such as Owner's family, servants, agents, guests, associates, and invitees) that any claim against Concessioner and/or the NPS, whether brought under this Agreement or otherwise, must be brought within one year after the claim has arisen.

29. In the event Owner fails to comply with any provision of this Agreement, including the payment of any monthly rent, the Marina Policies and Procedures and the NPS rules and regulations, Owner shall be in default. Except as described elsewhere in the Agreement and below, Owner shall be given written notice of default at the Owner's address. In the event Owner does not cure a payment default within fifteen (15) days from the date of such notice or cure any other default (except as stated below) within thirty (30) days of such notice, Concessioner shall be entitled to terminate this Agreement without further notice to Owner. Owner shall be entitled to receive one written notice of default or violation of the Policies and Procedures of Concessioner and the rules and regulations of the NPS which may be cured within the above time period, and thereafter Concessioner may pursue all its available remedies at law or equity, including the right to terminate this Agreement, take possession of the boat, or bring legal action for the amount due, or any combination of the above remedies, without further notice for any subsequent default or violation including a default or violation which is different from those specific in the first written notice. In the event Owner violates the regulation of the NPS (36 C.F.R. 5.3) which prohibits business operations (described in Section 15), or other illegal commercial activities, including the advertising of opportunities to engage in the unauthorized sale, transfer, or rental of any personal property associated with the assigned Space storage space under this Agreement, Concessioner shall be entitled to terminate this Agreement immediately and Owner shall not be given an opportunity to cure. Owner must use the designated Brokerage Department for any buying and selling. In the event Owner does not use this Brokerage Department the Concessioner shall have means to terminate the Agreement. To ensure compliance with this Agreement, contact the Marina office with any questions and do not engage in activity without written permission from Concessioner. In addition, the Concessioner shall be entitled to recover all of its attorneys' fees and costs incurred. In the event Concessioner asserts its lien, as provided for below, and the proceeds of the sale of the Boat and any property on the Boat are insufficient to pay the amounts owed to Concessioner, Concessioner shall be entitled to a personal judgment for the amount of such deficiency.

30. This Agreement shall be effective from the Commencement Date and shall continue until terminated either by Owner or Concessioner in accordance with its terms. If not in default hereunder, Owner may terminate this Agreement at any time upon 30 days prior written notice to Concessioner and Concessioner may terminate this Agreement at any time upon 30 days prior written notice to Owner.

31. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs of suit from the non-prevailing party. Concessioner's Contact Information is: Antelope Point Marina. (<https://antelopepointlakepowell.com>) 537 Marina Parkway, Navajo Route 22B, PO BOX 880, Page, Arizona 86040. (928) 645-5900.