



## MOORAGE, DOCKAGE, AND STORAGE AGREEMENT

MOORAGE: ☐ DOCKAGE: ☐ STORAGE: ☒ SPACE NO: \_\_\_\_\_ DATE: 11/14/2023

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
<b>NAME:</b> Kenneth & Jennifer Shields <hr/> <div style="padding-left: 40px;">Steven Shields</div> <hr/> <div style="padding-left: 40px;">Kirk LaPlante</div> <hr/> <b>ADDRESS:</b> 7300 South 2930 East <hr/> <div style="padding-left: 40px;">SLC, Utah 84121</div> <hr/> <b>HOME PHONE:</b> (801) 550-5040 <hr/> <b>MOBILE PHONE:</b> (801) 230-7685 <hr/> <b>EMERGENCY CONTACT:</b> Seanne LaPlante <hr/> <b>EMERGENCY</b> (801) 867-6873 <hr/> <b>EMAIL:</b> runlakepowell@gmail.com <hr/>	<b>NAME:</b> Sun Guppy <hr/> <b>HULL ID NO.:</b> GEN57845J920 <hr/> <b>LICENSE PLATE:</b> NONE <hr/> <b>REGISTRATION:</b> UT0795ZC <hr/> <b>MANUFACTURER:</b> Suncatcher <hr/> <b>MODEL:</b> V 20 FC <hr/> <b>YEAR:</b> 2020 <b>COLOR:</b> blue <hr/> <b>BEAM:</b> 8' <b>LENGTH:</b> 20' <hr/> <b>INSURANCE CO.:</b> Allstate <hr/> <b>POLICY NO.:</b> 817 373 260 <b>INSURER PHONE:</b> (801) 943-2229 <hr/>

**\*\*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 PREMISES 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:** In consideration of the services of LPRM, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "LPRM"), I agree as follows:

Although LPRM has taken reasonable steps to provide me with appropriate equipment so I can enjoy an activity for which I may not be skilled, LPRM has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. LPRM does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Property loss or damage arising from collisions, allisions, fire, storms, wind, movement of other vessels, and the acts of other people, owners and vendors. The SPACE is to be used at the sole risk of OWNER, and OWNER's guests and invitees. OWNER acknowledges that mooring, docking, or storing vessel(s) and other personal property at the slip involves certain risks, including, but not limited to, property loss or damage arising from collisions, allisions, fire, storms, wind, movement of other vessels, and the acts of other people, owners, and vendors. OWNER assumes liability for any and all damage to OWNER's vessel caused by OWNER's or OWNER's guests' or invitees' negligence.

I am aware that storage of the VESSEL and activities on the water such as, but not limited to, boating, swimming, water skiing, wake boarding, stand-up paddle boarding, kayaking, fishing, wading, tubing, diving and all other water sports (hereinafter collectively referred to as "this activity") entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not

specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of LPRM has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

**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. 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

**16. 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 1<sup>st</sup> 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.

**17. LATE PAYMENTS AND DEFAULT:** All payments are due no later than the 5<sup>th</sup> 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 15<sup>th</sup> 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.

**18. 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.

**19. LIEN AND SALE:** OWNER acknowledges that the VESSEL is subject to a maritime lien for necessities 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.

**20. 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.

**21. NOTICE:** Any notice required to be given shall be dated and deemed delivered on the 3<sup>rd</sup> 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.

**22 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.


**23. 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.

**24. 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.

**25. 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

**26. 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.**

DocuSigned by:  
  
OWNER SIGNATURE  
Ken Shields

14-Nov-2023  
DATE

PRINT NAME (OWNER)

**IF OWNER IS A LEGAL ENTITY:**

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## MOORAGE, DOCKAGE AND STORAGE POLICIES & PROCEDURES

**VESSEL STORAGE LICENSE NUMBER:** \_\_\_\_\_ **PROPERTY:** \_\_\_\_\_ **SPACE NUMBER:** \_\_\_\_\_

**These Policies & Procedures apply to Owner's mooring, docking, storing or using a vessel within the GCNRA.**

1. **COMPLIANCE:** These Policies & Procedures must be complied with by VESSEL Owner, its guests, family members, passengers, vessel occupants, crew, visitors, employees, agents, vendors and repairmen; Failure to comply can result, at LPRM's sole discretion, in the removal of Owner's vessel and Owner forfeiting all rights under the MSDA. These Policies & Procedures are subject to change by LPRM and/or the NPS.
2. **VESSEL POLICIES and RESTRICTIONS:**
  - (a) **NUMBER OF PEOPLE:** The number of persons or legal entities holding an ownership interest in the VESSEL is subject to NPS regulations.
  - (b) **ONLY VESSEL:** The VESSEL identified and described within the Vessel Moorage, Dockage, and Storage Agreement ("MDSA") entered into between Owner and LPRM is the **only** Vessel owned by Owner authorized to occupy its assigned slip, mooring or storage space ("space"). If LPRM determines that an unauthorized Vessel is occupying a space, the unauthorized vessel must immediately be removed. Owner shall not be entitled to let any other vessel use or occupy the space while Owner's VESSEL is not occupying the space; LPRM shall have the right to use the space to accommodate another vessel without remuneration to Owner. Vessel Owner may not transfer spaces with other Vessel Owners without written permission from LPRM.
  - (c) **AUXILIARY VESSELS:** Auxiliary vessels must be stored on board the VESSEL. If another vessel or toy is moored to the VESSEL or its mooring, Owner assumes sole responsibility for any damages that may occur to the vessel or toy or any damage to other vessels or moorings that occurs as a result of the vessel or toy occupying an area in the marina without LPRM's prior authorization. LPRM may, at its sole discretion, remove the vessel or toy if LPRM deems it to present a risk to persons or property, at the Owner's expense.
  - (d) **DOCK BOXES:** Owner of the VESSEL shall be entitled to not more than (2) dock boxes of a type, size, color and location approved by LPRM, for the licensed slip facility at which the VESSEL is docked. A list of approved dock boxes shall be available from the marina office. All non-compliant and excess storage units will be removed at Owner's sole risk and expense. LPRM shall have no duty or obligation with regard to removed storage units and their contents. No bailment shall be created by LPRM's removal of unauthorized storage units. Toxic or Flammable Materials are not allowed to be stored in any dock box.
  - (e) **BOARDING STEPS:** Boarding steps shall be limited to one per VESSEL. Its weight may not adversely affect the stability of the dock and may not obstruct people from walking past the boarding steps.
  - (f) **DOCK CARTS:** All Dock Carts must be stored on board the Owner's VESSEL, not on the dock, slip fingers or head pier.
  - (g) **SHORE POWER CORDS:** All shore power cords shall remain coiled and stored neatly. Shore power cords must meet marine electrical codes and be "UL-Marine," "ABYC" or "CE" approved. Shore power cords found to be non-UL-Marine, ABYC or CE approved devices, damaged or defective cords, will be removed at Owner's sole risk and expense. LPRM shall have no duty with regard to notifying Owner prior to removal of any shore power cord and shall have no responsibility for any losses as a result of removing shore power cord, including without limitation, the failure of any bilge pump as a result of exhaustion of the battery supply on board the Vessel. Shore power cords will be disconnected from the feed prior to disconnection from the vessel and shall only be reconnected to the feed after connection to the vessel. The breaker must be turned off at the feed prior to connecting or disconnecting any shore power cords. Extension cords shall **not** be used as shore power cords. They may only be used for Vessel temporary maintenance and repair work. Shore power cords and their receptacles shall not be modified, altered, rewired, disabled or reconfigured without written approval by LPRM.
  - (h) **GASOLINE and FUEL CONTAINERS:** The Owner shall use only approved portable gasoline containers (or if other fuels are used, their proper containers) while within the GCNRA. The approved portable gasoline and fuel containers must have the following:
    - a. Approved decal from a nationally recognized testing agency.
    - b. Clear wording naming the product contained within.
    - c. Clearly worded lettering stating DANGER - EXTREMELY FLAMMABLE – VAPORS CAN EXPLODE AND ARE HARMFUL OR FATAL IF SWALLOWED.
    - d. A tight-fitting lid or closure.
    - e. Coloring for gasoline containers predominately RED, for diesel predominantly YELLOW, and for kerosene predominantly BLUE.
  - (i) **HEAT SOURCES:** All heat sources must be "UL-Marine" ABYC or CE listed. Unattended heat sources are not permitted. The use of heat lamps, portable space heaters, or other types of heating devices to "winterize" a VESSEL from cold temperatures or freezing is strictly prohibited.
  - (j) **BARBECUES:** Barbecues may only be used on board VESSELS. They may not be used on docks or piers.
  - (k) **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.

- (l) **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.
- (m) **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.
- (n) **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.
- (o) **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.


### 3. BEHAVIOR OF OWNER, OCCUPANTS, PASSENGERS AND GUESTS:

- (a) **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.
- (b) **UNAUTHORIZED MARINA VISITORS:** Owners must not open gate to allow admittance to any individual not personally known to them.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.
- (h) **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.
- (i) **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 Ken Shields

DATE 14-Nov-2023

DocuSigned by:  
  
 2B3D039A1063455

PRINT NAME

SIGNATURE

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

NAME: Kirk Laplante  
ADDRESS: 10791 South 1000 East  
CITY: Sandy STATE: Utah ZIP: 84094  
PHONE: (801) 232-7284  
EMAIL ADDRESS: kirk.laplante@gmail.com  
PERCENTAGE OWNED: 33%

NAME: Steven Shields  
ADDRESS: 765 Larkspur Drive  
CITY: Sandy STATE: Utah ZIP: 84094  
PHONE: (801) 915-8676  
EMAIL ADDRESS: kstevenshields@msn.com  
PERCENTAGE OWNED: 33%

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PERCENTAGE OWNED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PERCENTAGE OWNED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PERCENTAGE OWNED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PERCENTAGE OWNED: \_\_\_\_\_



## Glen Canyon National Recreation Area

### 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 equipment has been exposed to 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 and legal transport of vessels and equipment moored at Lake Powell, all slip/moorage customers are required to sign this agreement, committing to decontamination of all moored and slipped equipment upon removal from Lake Powell.

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.

In addition, vessels removed from the lake for any reason that are returning to the lake MUST be clean of mussels prior to re-launch

If you have questions, please contact the number shown below.

**Utah State laws regarding Aquatic Invasive Species may be found at:**

<https://wildlife.utah.gov/invasive-mussels.html> and/or <http://stdofthesea.utah.gov>

**Arizona State laws regarding Aquatic Invasive Species may be found at:**

[http://www.azgfd.gov/h\\_f/aquatic\\_invasive\\_species.shtml](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 Colleen\_Allen@nps.gov**

**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 arrangement made in coordination with the presiding states' laws.

Ken Shields

Print Name

DocuSigned by:

*Ken Shields*

Signature

14-Nov-2023

Date

Marina Name	
Slip or Moorage #	
Equipment Description	
Registration #	





### Authorization for Automatic Monthly Checking Account or Credit Card Payment

<b>Space Number:</b>		<b>Account Number:</b>	
<b>Name:</b> Ken Shields			
<b>Address:</b> 7300 South 2930 East			
<b>City:</b> Salt Lake City		<b>State:</b> Utah	<b>Zip:</b> 84121
<b>Email:</b> Runlakepowell@gmail.com			
<b>Home Phone:</b> (801) 550-5040		<b>Cell Phone:</b> (801) 230-7685	

**Monthly Space Rental Amount \$** \_\_\_\_\_

**Card number:** 5213 3314 6139 442 \_\_\_\_\_

Expiration Date: 10/26 \_\_\_\_\_ VISA \_\_\_\_\_ M/C<sup>X</sup> \_\_\_\_\_ DSCVR \_\_\_\_\_ AMEX \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

Account # \_\_\_\_\_ Routing # \_\_\_\_\_

**Please Attach Voided Check**

DocuSigned by:  
Signature *Ken Shields* Date 14-Nov-2023  
2B3D039A10634E6...

Each month, the balance of your storage account will be charged to the above listed account. You are responsible for notifying us immediately if account information changes. If you wish to terminate this service at any time, please do so in writing **prior to the 1<sup>st</sup> of the month.** Direct all correspondence to:

Moorage Administrator  
P.O. Box 1926, Page AZ 86040  
Phone: 928-645-6054 Fax: 928-645-6186

With my signature on this form, I authorize ARAMARK Sports and Entertainment, LLC to charge my monthly storage rental fees to my credit card or checking account. In the unlikely event that any pre-authorized checks are dishonored, you authorize ARAMARK – Lake Powell to apply a \$25.00 Return Item Fee in addition to the monthly rental fee which will be processed to your account within 7 calendar days of return item notification. You also authorize ARAMARK to collect a \$25.00 Late Payment Penalty from the same checking account.

☒ Send me an Email Summary Statement Runlakepowell@gmail.com