



RENTAL AGREEMENT

1. Rental Equipment. Customer has rented from Lake Powell Resorts & Marinas (“LPRM”) the vessels and other equipment listed on the front page of this Rental Agreement (collectively, the “Rented Equipment”), subject to the terms and conditions set forth in this Rental Agreement.

2. Age of Customer. Customer confirms that he/she is at least 18 years of age on the date of this Rental Agreement.

3. Age of Operator. Customer confirms that no one will be allowed to operate any Rented houseboat, Powerboat or personal Watercraft unless that individual is at least 18 years of age. It is the customer’s responsibility to train each operator in the safe and proper operation of the Rented Equipment.

4. Rental Fees; Security Deposit. Customer covenants and agrees to pay to LPRM when due all rental fees, charges and all other amounts payable by Customer to LPRM under this Rental Agreement. Following return of the Rented Equipment, Customer’s security deposit will be returned, less any amount incurred by LPRM for repairs, damage, excessive cleaning, or any other amounts due and owing to LPRM hereunder.

5. Time and Place of Return. Customer will return the Rented Equipment to the place rented on the date and at the time stated on the front page of this Rental Agreement. If Customer fails to do so, LPRM may retain Customer’s security deposit. In addition, customer will pay additional rental fees at LPRM’s then standard rates for each additional day or portion thereof. In addition, Customer shall reimburse LPRM for any losses or costs incurred by LPRM as a result of Customer’s failure to return the Rented Equipment when and where required. No refunds will be paid for early returns.

6. Fuel. All fuel tanks will be full when the rented Equipment is delivered to Customer. Customer will pay LPRM for fuel consumed and not replenished, at LPRM’s then standard rates as well as a service fee unless the fuel is replenished by the Customer.

7. Rules and Regulations. Customer will comply with all rules and regulations of LPRM and the National Park Service applicable to the operation of motorized equipment on Lake Powell.

8. Acceptance of Rental Equipment. Customer’s acceptance of the Rented Equipment constitutes Customer’s acknowledgement that the Rented Equipment is seaworthy and in good operating condition.

9. Care and Use of Rented Equipment. Customer will return the Rented Equipment to LPRM broom clean, without trash or refuse and otherwise in the condition received by customer, subject only to reasonable wear and tear. Customer assumes all liability for loss of or damage to the Rented equipment while rented to Customer, and will pay upon demand the full cost of replacing or repairing any Rented Equipment that is lost or damaged while rented to Customer, regardless of cause. Customer will not use the Rented Equipment, nor permit others to use the Rented Equipment, for any unlawful purpose or in an unsafe manner. Operation of any rental boat after dark is prohibited, except in case of emergency.



10. Accidents. Customer will notify LPRM, within 48 hours, of any accident or occurrence involving the rented Equipment resulting in injury to persons or damage to property. Such notification shall be made only at the rental office from which the Rented Equipment was rented, and then only in writing on a form provided by LPRM.

11. Indemnification. Customer will indemnify and hold harmless LPRM and ARAMARK Sports and Entertainment services, INC., and its officers, directors, employees, shareholders and affiliates, from and against any claims, suits, penalties, obligations, costs and expenses including reasonable attorney's fees), including claims by Customer or by third parties (which may include members of Customer's party), incurred or suffered by such indemnified parties with respect to injury to persons or damage to property resulting or arising from Customer's use of the Rented Equipment or Customer's failure to comply with its obligations set forth in this Rental Agreement.

12. Disclaimer. LPRM shall have no responsibility for: (a) loss of or damage to any property of Customer, including property left on any Rented Equipment by Customer; or (b) loss of running time due to equipment failure, weather, illness, accidents or any other reason.

13. PASSENGER VESSEL SAFETY ACT ADVISORY: The passenger vessel Safety act of 1993 prohibits the carrying of more than 12-passangers on a rented houseboat. If Customer's rented houseboat has more than 12 passengers on it at any time, Customer will be in violation of the Passenger Vessel safety Act and subject to Penalties, including fines, imposed by the U.S. Coast Guard. It is Customer's responsibility to comply with this requirement. Thirty-six-foot houseboats are designed to sleep only 6 persons and, under LPRM policy, may not carry more than 8 passengers (less than the 12-passanger limit imposed by the act).

14. Waiver of Liability. Notwithstanding payment of a waiver fee by Customer, LPRM does not waive any liability as to Customer unless Customer also signs a Waiver of Liability Agreement in the form provided by LPRM.