

**POWELLIN' AROUND, LLC**  
**HOUSEBOAT USE AGREEMENT**

As provided in Powellin' Around, LLC's ("**Company**") operating agreement as it may be amended from time to time ("**Operating Agreement**"), any Member who desires to use the houseboat, must first read and sign this Use Agreement. Therefore, the Member \_\_\_\_\_ ("**You**"), a resident of \_\_\_\_\_ agree as follows.

**PREREQUISITES.** Before using the houseboat You must:

1. Complete the Owner's Operating Workbook before operating the houseboat in open waters (attached as Exhibit A to this Use Agreement). The Company may amend the Operating Workbook at any time, without notice to You.
2. Successfully complete the Vessel Handling Assessment with Aramark Executive Services or another Member who has at least 5-years experience (holding a USCG license will satisfy this requirement) before operating the houseboat in restricted waters. In its sole discretion, the Company reserves the right to waive this requirement.
3. Pay all assessments and fees as provided in the Operating Agreement.
4. Complete the Inspection Checklist (attached as Exhibit B to this Agreement).
5. Sign this Use Agreement.
6. Certify that there are 18 or fewer passengers when underway.
7. Be present, on board, and in control at all times. No Member may loan, rent, or lease the houseboat.

**REPRESENTATIONS AND WARRANTIES.** You have or will:

1. Be the primary operator of the houseboat, and You will control Your Guests and Your Guests' use of any related equipment, vehicles, toys, and other items associated with the houseboat ("**Accessories**").
2. Accept all responsibility and related liability for Your safety and the safety of anyone You permit to be on or otherwise use the houseboat or Accessories ("**Guests**").
3. Be responsible for the safety, actions, omissions, and any resulting damage or loss from Your or Your Guests' use of the houseboat or Accessories.
4. Be healthy and able to captain, control, and otherwise direct how and when You and Your Guests use the houseboat and any Accessories. If there is any change in Your health or condition that might impair Your ability to perform these duties, You hereby agree to notify the Company immediately.
5. Prohibit any others from operating the houseboat.
6. Take reasonable and proper care of the houseboat during the use period and take all precautions to ensure Guest safety.

7. Comply with all applicable laws and with the regulations and directives of the National Parks Service.

**INSPECTIONS.** Any Member using the houseboat is required to perform a check in and check out inspection and the related checklists.

1. **Check-In Inspection.** By accepting the houseboat for use You acknowledge that the houseboat and all its systems, equipment, and any Accessories are all in good working condition, except as otherwise noted on the check-in documents, which must be submitted electronically to the Company no later than 2 days after disembarking. However, if You identify any serious issue, damage, or other problem, You must notify the Company immediately by phone.
2. **Checkout Inspection.** The Member checking out must complete the checkout documentation and associated clean up no later than the next Member's scheduled pick up time. Failure to report, fix, or correct any mechanical malfunction that significantly limits the houseboat's functionality or the oncoming Member's use of the houseboat or any Accessories will result in additional fines as determined by the Managers of the Company (currently \$300 per day for each day a Member is prohibited or significantly limited in his or her ability to use the houseboat or Accessories). These amounts will be paid to the Member whose use it adversely affected to compensate them for their inconvenience. Checkout duties include:
  - a. Removing all personal items and food;
  - b. Cleaning the houseboat inside and out;
  - c. Completing all repairs and maintenance;
  - d. Replacing any missing or damaged items;
  - e. Refilling or restocking all gas, water, chemicals, and other consumables; and
  - f. Emptying waste holding tanks, trash, and any other similar items.
3. **All Inspections.** Failure to complete and submit the required inspection and checklists will result in a \$100 fine. Additionally, any damage to the houseboat that is not identified, documented, and submitted to the Company before leaving the slip, will be the responsibility of the Member who used the houseboat most recently before the damage was discovered. Any Member deemed to be responsible for damage to the houseboat will be required to pay to repair the damage or reimburse the Company for the costs associated with these repairs no later than 30 days following notice. Any Member who fails to pay or reimburse the Company for damages may lose their right to use the houseboat or may be subject to expulsion from the Company as further provided in the Operating Agreement.

#### **USE PERIOD AND CONDITIONS.**

1. **In-Season Use.** For In-Season use, the houseboat will be reserved in one-week periods In-Season means weeks 21-38 of each year ("**In-Season**"). Each one-week period will begin on Saturday at 2:00 p.m. Mountain Time, and will end on the immediate following Saturday at 2:00 p.m. Mountain Time. The houseboat must be returned to the slip, unless otherwise agreed by You and the Member next using the houseboat. All inspections, maintenance and repairs must be completed on or before 2:00 p.m. on the Saturday ending the reserved week. Failure to return and have the houseboat prepared for

the next Member's use by the times stated above will trigger a late fee of \$100 per hour until the houseboat is prepared and ready for the next Member's use. These late fees will not apply if the failure is due to an unforeseen mechanical breakdown which does not result from Your negligence, recklessness, or deliberate acts or for unforeseeable severe weather conditions.

2. **Off Season Use.** Member's may use the houseboat during the off season. Off Season means weeks 1-20 and 39-52 of each year ("**Off Season**"). Any Off Season use must be scheduled and paid for in advance. Off Season use will be scheduled on a first come first serve basis. Members may use the houseboat in the slip or on the lake during the Off Season. Slip use will cost \$50 per night and use on the lake will cost \$100 per night. Any Member who uses the houseboat will also be required to cover all costs and expenses related to the Member's use of the houseboat or any Accessories.
3. **Working on the Houseboat.** If a Member performs repair or service work on the houseboat, that Member may stay on the boat for free as long as the houseboat remains in the slip the entire time, and the Member performs at least 3 hours of repair or service work on the houseboat each day, and all work is documented and submitted to the Company no later than 2 days after the Member finishes or otherwise stops working on the houseboat.

**EMERGENCY.** In the event of an emergency, You will contact the National Parks Service, 911 or other emergency response teams as soon as possible. You will be responsible for all costs and expenses related to any emergency.

#### **LIABILITY AND INDEMNIFICATION.**

1. While You are in control of or are using the houseboat, You will be responsible for all damage to persons, property, any Accessory, or the houseboat. If insurance covers any loss or damage, then You will be responsible to pay the deductible associated with this insurance for the covered loss or damage. If a loss exceeds insurance coverage or is not covered by insurance, You hereby agree to be solely responsible for all costs and expenses associated with any such loss. Exceptions will be made if the You and those You have permitted to be aboard the houseboat are determined to have no fault in the damage.
2. All of Your or Your Guest's activities are at each individual's own risk and You unconditionally and voluntarily assume all risk for all accidents, incidents, personal injury, including death, which You or Your Guests may suffer during the use of the houseboat or any Accessories, and You hereby agree to indemnify the Company for any loss resulting from Your or Your Guest's use of the houseboat or any Accessories.
3. By signing this Use Agreement, You acknowledge these liability provisions, the reasonableness of these provisions, and agree to be bound by them.
4. You hereby agree to be fully responsible and liable for all Your Guests, and You agree to make sure all Your Guest have reviewed this Agreement and understand its terms prior to using the houseboat or any Accessories.

**GENERAL RULES.** The following general rules are intended as a guide. You are ultimately responsible for all Your actions or omissions in relation to using the houseboat, but Your repeated violation of these rules, especially if such violation results in damage, harm, or injury to the houseboat, Accessories, or others may result in expulsion from the Company as further provided in the Operating Agreement.

1. You must use the houseboat and Accessories in strict compliance with all applicable laws and park official directives including speed, noise, and other ordinances.
2. You must use the houseboat in accordance with established navigational rules.
3. You must observe all posted speed limits and other posted instructions or directions.
4. You may not barbeque while the boat is underway.
5. You are not permitted to jump from the top deck or otherwise improperly use the upper railings.
6. You will immediately report any incident resulting in damage to the houseboat.
7. You will properly anchor or dock the houseboat every night, and will not allow the houseboat to be underway between sunset and sunrise, except in case of an emergency.
8. You will not improperly dispose of any trash or other materials in or about the lake.
9. You must follow established rules regarding towing and otherwise connecting the houseboat to any Accessories.
10. No using fireworks on or about the houseboat.
11. You will comply with all mooring and docking rules.
12. No smoking on or within 25 feet of the houseboat at any time. You will be assessed a fine for all costs necessary to remove any damage or odor associated with smoking in or about the houseboat.
13. You will ensure that the number of people on the houseboat does not exceed the maximum capacity.
14. You will not operate the houseboat while under the influence of any controlled substance.
15. You will not leave the slip until You have completed all required checklists and documentation.
16. You will submit all required checklists and documentation as required by this Use Agreement.
17. You and Your Guests will not act in an unruly, inconsiderate, or irresponsible manner.
18. You will not use the houseboat or any Accessories in an illegal way, and You will not use the houseboat in any way that would adversely affect insurance coverage. To the extent Your actions or Your Guest's actions adversely affect any insurance coverage, You agree to be jointly and severally liable for any costs or damages which otherwise would have been covered by insurance.

#### **MISCELLANEOUS PROVISIONS.**

1. **Severability.** Should any provision of this Use Agreement be held invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restricted to the extent required to render it valid only, and the remainder of this Use Agreement will not otherwise be affected and will remain valid and enforceable. If any provision is deemed partially or completely invalid or unenforceable, this paragraph will operate upon such provision only to the extent that the laws of

such jurisdiction are applicable to such provision, and will not apply outside the deciding jurisdiction.

2. **Amendment.** No amendment, change or variance from this Use Agreement will be binding on either party unless executed in writing
3. **Control.** If there is an inconsistency between this Use Agreement and the Operating Agreement, the Operating Agreement will govern and control.
4. **Counterparts.** This Use Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but such counterparts together will constitute one and the same instrument.
5. **Headings.** Headings used in this Use Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Use Agreement.
6. **Governing Law.** This Use Agreement will be governed, controlled, and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of laws provisions, decisions, or rules.
7. **Venue.** Any lawsuit or other legal action will be conducted in Salt Lake City, Utah as the exclusive venue and jurisdiction.
8. **Attorney's Fees.** The prevailing party in any lawsuit to enforce the terms of this agreement, will be entitled to attorney's fees, costs, and expenses.
9. **Force Majeure.** You and the Company will be excused from a delay or failure of performance of any obligation under this Use Agreement when the delay or failure is caused by an act or event beyond Your or the Company's control, including but not limited to civil commotion, war, governmental regulations or controls, or acts of God.

By signing below You agree and acknowledge that you have read, understand, and agree to the terms of this Use Agreement, and that the terms of this Use Agreement are reasonable and proper. You must sign, print, and date below before using the houseboat or any Accessory.

By: \_\_\_\_\_, a  
Member of Powellin' Around, LLC

Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_