



### Dry Storage Registration

Storage Start Date: \_\_\_\_\_ Monthly Fee \$: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

Payment Method:  Credit Card  Cash  Check (Please check one)

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Boat Information

Registration Expiration Date: \_\_\_\_\_ Insurance Expire Date: \_\_\_\_\_

Name: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

Hull ID#: \_\_\_\_\_

Length and width: \_\_\_\_\_

Color(s): \_\_\_\_\_ Engines: \_\_\_\_\_

### Trailer Information

Trailer:  Yes  No

..If Yes, which axle type?  Single  Tandem  Triple

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Color: \_\_\_\_\_ Length: \_\_\_\_\_

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

Print: \_\_\_\_\_

Signature verifies all information supplied, to your knowledge, is correct, that you agree to the monthly storage fee and that you have read and agree to the Rules and Regulation of storage at Antelope Point Boat Yard.

Navajo Route 22B  
P.O. Box 880  
Page, AZ 86040



Phone: (928) 645-5900  
Fax: (928) 608-4442

### AUTHORIZATION FOR AUTOMATIC CREDIT CARD BILLING

I Hereby authorize Antelope Point Marina to charge all monthly slip 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.: \_\_\_\_\_

Visa #: \_\_\_\_\_ Exp.: \_\_\_\_\_

MC #: \_\_\_\_\_ Exp.: \_\_\_\_\_

\_\_\_\_\_  
Authorized Name (Please Print) APM Account #

\_\_\_\_\_  
Authorized Signature Today's Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code Home Phone #

\_\_\_\_\_  
Work # Cell#

\_\_\_\_\_  
E- Mail Address

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



**ANTELOPE POINT BOAT YARD  
ANTELOPE POINT HOLDINGS, LLC  
Lake Powell, Arizona**

**BOAT STORAGE LICENSE AGREEMENT**

**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: \_\_\_\_\_

NUMBER OF INDIVIDUALS HAVING AN OWNERSHIP INTEREST IN BOAT OR IN THE ENTITY IN WHICH TITLE TO THE BOAT IS HELD: \_\_\_\_\_

(A complete list of such individuals and their contact information must be attached to the Boat Storage Agreement and must be updated any time this information changes)

HULL IDENTIFICATION NUMBER: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ TOTAL LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_ HEIGHT: \_\_\_\_\_

COLOR: \_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_

POLICY NO.: \_\_\_\_\_ INSURANCE PHONE: (\_\_\_\_) \_\_\_\_\_

**ANY CHANGES TO THE ABOVE SHALL BE REPORTED IN WRITING TO THE MARINA OFFICE IMMEDIATELY.**

**TERM OF THE AGREEMENT**

DATE OF AGREEMENT: \_\_\_\_\_ COMMENCEMENT DATE: \_\_\_\_\_

EXPIRATION DATE: 12-31-2010 STORAGE SPACE: \_\_\_\_\_

BOAT STORAGE LICENSE NO: \_\_\_\_\_ MONTHLY STORAGE FEE: \_\_\_\_\_

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 boat described above (the "Boat"). Owner desires to rent the storage space described above (the "Storage Space") solely for purposes of storage of the Boat and/or equipment at Antelope Point Boat Yard, Lake Powell, Arizona (the "Boat Yard") for recreational purposes only. Concessioner agrees to rent the Storage Space to Owner commencing on the above Commencement Date on a month to month basis, this annual contract is "not automatically renewable". Owner must be in accordance with the following terms and conditions:

1. Owner shall pay to Concessioner monthly rent for the Storage Space at the above monthly rent, plus applicable sales taxes. The monthly rent is subject to periodic rate increases as approved by the United States Department of the Interior National Park Service



(NPS). To the extent that the monthly rent is calculated on the basis of size, it shall be determined upon the total length of the vessel, either by the length of the space or the length of the vessel in the space with platforms and/or structures that extend, whichever is greater. Monthly rental payments for the Storage 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 as it 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. 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.

3. All payments due under this Agreement are due on the first of each month and any payment received after the 5<sup>th</sup> calendar day of a month will be subject to a \$25 late payment penalty plus an additional late charge equal to 2% of the amount past due and which shall be added to the amount due, compounded monthly. All storage charges are payable in advance and are non-refundable. Statements may be mailed out as a courtesy reminder that payments are due. In the event that a check tendered by Owner is not honored due to insufficient funds, or otherwise returned to Concessioner as uncollectible, in addition to the late charges provided for hereunder, Concessioner shall be entitled to charge Owner a \$25 fee for any such returned checks and/or make actionable the next 2 items labeled "A" and "B":

A.) Negative credit report: in the event Owner fails to timely tender payments due under this Agreement, he/she abandons the Vessel or any vessel at the Marina, or other wise breaches the terms of this Agreement, then, in addition to other rights and remedies it may exercise, the Marina may elect to submit a negative credit report to any to any credit reporting agency.

B.) Pursuant to Arizona Revised Section-33-481, Antelope Point Marina will file a Mechanics Lien against Owners property pertaining to unpaid balances.

4. The storage space shall not be used for any commercial purposes, including, but not limited to, timeshare operations, buying, selling, leasing, subleasing or chartering of the Boat or any other vessel or any other commercial visitor services. Antelope Point Holdings (APH) will retain a broker for buying and selling involving a 2-6% fee.

5. 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 1<sup>st</sup>, 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. 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. 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. 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 non-prorated and non-refundable. 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.

6. Owner, and Owner's Boat, shall at all times comply with applicable health, safety and fire codes and regulations. Owner shall not pollute the Boat Yard or the Marina, 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, the Boat's Owner is obligated to immediately report it to Concessioner, the GCNRA and the Environmental Protection Agency regional office 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 any costs associated



with the clean up and consequential damages there from. While Concessioner may, at its option, undertake a clean up of any discharge or spill, it will do so at Owner's expense.

7. 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 Storage Space except for such Claims which result from the gross 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 for any loss or damage to the Boat occasioned by or through the act or omission of Owner or any other users or tenants at the Boat Yard. Concessioner shall not be held liable for damages caused through the reasonable and prudent action of its agents or employees. The 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.

8. Owner understands that Concessioner is providing no insurance on the Boat or any property stored thereon. It is Owner(s) obligation to maintain the following insurance, with reputable insurance companies, covering the Boat and any other auxiliary vessel during the term of this Agreement or while the Vessel remains on the Marina/Dry Storage's premises or in the possession of the Marina/Dry Storage or its assignee, all risk of loss or damage to property and of personal injury and/or death shall be upon the Owner. Furthermore, Owner agrees to exclude the limitation liability act from insurance policy and will include: (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 in the amount of \$500,000 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 insured's (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. Additional to all other liability limitation and indemnity provisions herein contained, Owner, as a material part of the consideration to be rendered Marina or Boat Yard under this Agreement, hereby waives all claims against Marina and its officers, employees, director, and agents for interruption of or interference with utilities, claims for damage to the Vessel, his/her gear and equipment, or any goods, ware, or equipment in, upon, or about the Vessel or the Common Areas, and for injuries or death to person(s) including, but not limited to, Owner's family, agents, licensees or invitees, including those occurring on, in or about the Vessel or the Common Areas from any cause whatsoever arising at any time including, but not limited to, theft, fire, storm, riots, strikes, negligence of others, chaffing, sinking, or otherwise. Owner shall be solely responsible for any damages caused by Owner's Boat, including damages to the Marina or Boat Yard facilities and other users of the Marina or Boat Yard 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. Solely for the purpose of this paragraph, the term "Common Areas" shall include but not be limited to all areas in, on or around the Vessel, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around Marina's and Boat Yard's premises, and all other accessible locations on Marina Property.

9. Owner agrees to observe Concessioner's Storage Policies and Procedures applicable to the storage space.

10. Owner has inspected the storage space and accepts it in an as-is basis with no written or oral warranties or guarantees. Further, no alterations or modifications to the storage space may be made by the Owner without the prior written consent of the Concessioner.

11. 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 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 Boat Yard, 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.



**12. 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 Boat Yard. 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 storage 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 is permitted to perform repairs for hire or other work on the Boat.**

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 Boat Yard 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 Boat Yard if any of the above provisions or any additional provisions of this paragraph 12 is violated. Any party performing permitted warranty work on the Boat while at the Boat Yard 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 insured's.

13. 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 remove any unauthorized "For Sale" or "For Rent" signs at Owner's expense.

14. Owner represents and warrants to Concessioner that the Boat is, in all respects and shall remain so long as the Boat is at the Marina or on Lake Powell, in a seaworthy condition. In the event that the Boat sinks while located at any moorage or while otherwise occupying Antelope Point Marina waters, it is Owner's obligation to dewater, raise and remove the Boat and Owner (or its insurer) must contact Concessioner to salvage the Boat. Concessioner will attempt to contact Owner so that Owner may authorize Concessioner to re float and remove the Boat. If Concessioner is unable to contact Owner, or if the Boat 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 Boat at Owner's sole cost and expense and without any liability to Concessioner.

15. Owner's rights hereunder are solely for the privilege of storing 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.

16. In the event Owner fails to comply with any provision of this Agreement, including the payment of any monthly storage fee, the Boat Yard Storage 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 storage 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. In the event Owner violates the regulation of the NPS (36 CFR §5.3) which prohibits business operations (described in Section 11), 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 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 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. Owner grants Concessioner a lien against the Boat for any unpaid storage fees and agrees that such lien may be foreclosed pursuant to the terms of Arizona Revised Statutes §33-1023. Owner further grants Concessioner the right to proceed against any security deposit which Owner may have on deposit with Concessioner to secure payment of the storage fees. 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.

17. Owner hereby grants to Concessioner a security interest in the above stated Boat, engines, outboard motors, fittings, furnishings, trailers, and other personal property 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, engines, outboard motors, fittings, furnishings, trailers, and other personal property, seize and dispose of same 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.

18. Upon termination of this Agreement for any reason, all storage fees and other charges must be paid in full prior to the removal of the Boat from the Concessioner's premises.

19. 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 storage space 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 Boat Yard, 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 storage space 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.

20. Owner acknowledges receipt of a copy of the Boat Yard Storage 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.

21. Any notice to be given hereunder shall be dated, deemed delivered, when personally delivered 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.

22. 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, and the Concessioner's Boat Yard Storage 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.

23. This Agreement shall be governed by Arizona law. Any claims or disputes under this Agreement may be brought by either party in the Superior Court of Arizona in and for the County of Coconino (or the Page Justice Court if jurisdictional limits so permit). It is further agreed and understood by Owner that any claim against Concessioner, the Navajo Nation and/or the NPS, whether brought under this Agreement or otherwise, must be brought within one year after the claim has arisen.

24. 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Date: \_\_\_\_\_  
*Signature of Owner*

**ANTELOPE POINT HOLDINGS, L.L.C.**

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

Its: \_\_\_\_\_



Navajo Route 22B  
 P.O. Box 880  
 Page, AZ 86040

Phone: (928) 645-5900  
 Fax: (928) 608-4442

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 \_\_\_\_\_

2. 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 \_\_\_\_\_

4. 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 \_\_\_\_\_

6. 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 \_\_\_\_\_

8. 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 \_\_\_\_\_

10. 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 \_\_\_\_\_

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



13. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

15. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

17. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

19. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

21. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

23. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

25. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

14. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

16. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

18. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

20. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

22. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

24. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_

26. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Percentage Owned \_\_\_\_\_