

COMPANY NAME HERE
DOCKING AGREEMENT

OWNER	CUSTOMER
NAME : City of La Crosse ADDRESS : 400 La Crosse Street CITY, ST, ZIP : La Crosse, WI 54601 CONTACT : Jay Odegaard, Director of Parks TELEPHONE : (608) 789-7593 FACSIMILE : (608) 789-7501 E-MAIL : odegaardj@cityoflacrosse.org SECONDARY CONTACT : Christa Gerloff, Administrative Assistant : (608) 789-7557 : gerloffc@cityoflacrosse.org	NAME : Company Name Here ADDRESS : CITY, ST, ZIP : CONTACT : TELEPHONE : FACSIMILE : E-MAIL : VESSEL OPERATIONS INQUIRIES : : : :
FACILITY	RATES/CHARGES
Riverside Park Levy in La Crosse, Wisconsin	One Dollar (\$1.00). The parties agree that additional consideration shall be the economic benefit to the community surrounding the Facility derived from the passengers' visit to such community.
DESCRIPTION/PURPOSE OF ACCESS/USE	
The Facility will be utilized to embark and disembark passengers, to receive supplies and fuel aboard the boat, to off-load trash for proper shore side disposal, to perform maintenance work of a minor nature, and other such activities that are consistent with the operation of an up-scale overnight excursion vessel.	

1. Basic Agreement: In consideration of the Rates/Charges referenced in the relevant box above, Owner hereby grants to Customer access to and the use of the Facility defined above, for the sole purposes described above.

2. Safety and Notifications: Customer shall be responsible for ensuring that its employees, contractors and invitees comply with applicable laws and obey any written safety rules provided by Owner. Customer shall not intentionally or unreasonably interfere with other operations or create any danger or safety hazard at the Facility. Customer shall notify Owner if it believes there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal Notices shall be addressed to the Contacts defined above for each of the parties or to a contact otherwise designated by the parties, and may be given by e-mail, facsimile, or by mail. Notices will be deemed to have been received upon the production of a relevant receipt document.

3. Liability and Indemnity: Customer agrees to be responsible for, and indemnify and hold harmless Owner from (including legal fees and costs), any loss, damage, expense, claim, liability, suit, fine and/or penalty applicable to (i) Owner's employees, contractors, invitees and guests, and (ii) the owned, leased or chartered vessels, equipment or other personal property of Customer and/or its employees, contractors, invitees and guests, howsoever caused and regardless of fault, which in any way arises out of or relates to Customer's access to and/or use of the Facility. For purposes hereof, any passenger of Customer shall be deemed Customer's invitee/guest but only while aboard Customer's vessel, and/or while embarking or disembarking Customer's vessel on Customer-provided equipment. Customer's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Owner. This indemnity provision shall survive the termination or expiration of this Agreement.

4. Insurance: Customer shall maintain (or cause to be maintained, as applicable), at its sole expense including premiums, deductibles and all other policy related charges, the following insurances: (i) all-risk first party property insurance with limits to full actual value(s) upon all owned, leased and/or chartered vessels, equipment and other personal property of Customer and/or its employees, contractors, invitees and guests, including hull and machinery insurance with respect to any vessel(s); and, (ii) public liability insurance with limits of at least \$1,000,000 per occurrence, including protection & indemnity and pollution insurances with respect to any vessel(s) owned, leased and/or chartered by Customer and/or its employees, contractors, invitees and guests; and, (iii) workers compensation and employers liability insurances extended to include coverage under the Longshore Act, if applicable, upon all the employees of Customer and/or its contractors, invitees and guests.

Customer shall provide insurance certificates signed by the insurer's representative evidencing all of the foregoing insurances and conditions upon execution of this agreement and from time to time thereafter, as may be requested. The City of La Crosse shall be named as an additional insured on the liability insurance policy. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Should Customer fail to maintain (or cause to be maintained) an insurance as required, if an insurance fails for any reason (including without limitation due to breach of condition or warranty), and/or if an insurer refuses and/or is unable to pay, Customer shall be deemed a self-insurer thereof, accept and pay all claims which would have otherwise been submitted, and indemnify and hold harmless Owner of and from (including legal fees and costs) any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from such failure.

5. Utilities: If any utilities are available at the Facility and Customer elects to connect to and/or utilize such utilities during its visit, Customer agrees to be responsible for and to pay any and all connection and/or usage charges.

6. Term of Agreement: This Docking Agreement shall commence upon its date of execution, shall have a term of one (1) year, and shall, absent Notice from one party hereto to another party hereto sixty (60) days or more in advance of the then-current termination date, automatically renew for an additional one (1) year term sunsetting December 31, 2020 with no regard to automatic renewal date.

7. Potential Future Long-Term Agreement: Customer agrees entering into this Basic Agreement shall not impact any future long-term Agreement negotiations, discussions, presentations, Request for Interest, or Request for Proposals that the City of La Crosse, at its sole discretion, may engage in with Customer or any other interested party during the Term of Agreement.

This agreement shall be governed by the general maritime law of the United States and, if no general maritime rule applies, then by the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

This agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written and oral. This agreement shall not be modified except through a writing signed by both parties. Dated this ____ day of _____, 2019.

Owner

Customer

Authorized Signature

Authorized Signature

**Paul Medinger, Chairperson
Board of Park Commissioners**

Printed Name and Title

Printed Name and Title