

# American Cruise Lines DOCKING AGREEMENT

OWNER	CUSTOMER
<b>NAME</b> : City of La Crosse <b>ADDRESS</b> : 400 La Crosse Street <b>CITY, ST, ZIP</b> : La Crosse, WI 54601 <b>CONTACT</b> : Jay Odegaard, Director of Parks <b>TELEPHONE</b> : (608) 789-7593 <b>FACSIMILE</b> : (608) 789-7501 <b>E-MAIL</b> : <a href="mailto:odegaardj@cityoflacrosse.org">odegaardj@cityoflacrosse.org</a>  <b>SECONDARY CONTACT</b> : Christa Gerloff, Administrative Assistant : (608) 789-7557 : <a href="mailto:gerloffc@cityoflacrosse.org">gerloffc@cityoflacrosse.org</a>	<b>NAME</b> : American Cruise Lines, INC  <b>ADDRESS</b> : 741 Boston Post Rd Suite 200 <b>CITY, ST, ZIP</b> : Guilford, CT 06438 <b>CONTACT</b> : Paul E. Taiclet <b>TELEPHONE</b> : 203-453-6800 <b>FACSIMILE</b> : 203-453-0417 <b>E-MAIL</b> : <a href="mailto:taiclet@americancruiselines.com">taiclet@americancruiselines.com</a>  <b>VESSEL OPERATIONS INQUIRIES</b> : Andrew White : 203-909-2482 :
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

American Cruise Lines

Authorized Signature

Authorized Signature

Paul Medinger, Chairperson  
Board of Park Commissioners  
Printed Name and Title

Charles B. Robertson VP  
Printed Name and Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of CT, Inc. 55 Capital Boulevard, Ste 102  Rocky Hill CT 06067	<b>CONTACT NAME:</b> Lois Dich, CPCU, AAM, ARM <b>PHONE (A/C, No, Ext):</b> (860) 665-8441 <b>FAX (A/C, No):</b> (203) 639-0031 <b>E-MAIL ADDRESS:</b> ldich@bbhartford.com																					
<b>INSURED</b> American Cruise Lines, Inc.; Blue Spruce LLC; Green Fleet LLC; US Travel 741 Boston Post Rd., Ste 200 Guilford CT 06437	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Casualty Insurance Company of America</td><td>19046</td></tr><tr><td>INSURER B:</td><td>The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER D:</td><td>Manufacturers Alliance Insurance Company</td><td>36897</td></tr><tr><td>INSURER E:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty Insurance Company of America	19046	INSURER B:	The Travelers Indemnity Company	25658	INSURER C:	Navigators Insurance Company	42307	INSURER D:	Manufacturers Alliance Insurance Company	36897	INSURER E:	Travelers Property Casualty Company of America	25674	INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:** 19 America**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Marine GL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ZOL15P4050916ND	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3H493030-18-OCN	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y		NY17LIA00325501/02	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	201801-10-17-90-4Y	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Ocean Marine Policy	Y		ZOH15P4046616ND	07/01/2019	07/01/2020	Hull \$33,200,000 P&I \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Ocean Marine Policy covering vessel "America"-Docks/Wharf Liab incl; Liner Negligence clause incl.; Hull Deductible \$300,000; P & I Deductible \$10,000 BI, \$300,000 PD; Certified Acts of Terrorism Included; Water Pollution Liability policy #5150811 with WQIS, \$1,000,000 limit each vessel, effective 8-12-18/19; & renewal 8-12-19/20; The City of LaCrosse is included as an additional insured for liability per requirement of written contract as respects operations of the named insured

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of LaCrosse  
400 LaCrosse Street

LaCrosse

WI 54601

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