

**EXTENSION OF
TEMPORARY DOCKING AGREEMENT
BETWEEN**

CITY OF LA CROSSE AND JULIA BELLE SWAIN FOUNDATION

Whereas, effective August 1, 2013, the City of La Crosse (City) and the Julia Belle Swain Foundation (Foundation) entered into Temporary Docking Agreement for the use of Riverside Park until October 15, 2013, a copy of which is attached hereto as Appendix "A" and made a part or by this reference as if set forth in full;

Whereas, the Foundation needs to extend the Agreement for an additional sixty (60) day term in order to complete necessary planning for the renovation and moving of the vessel;

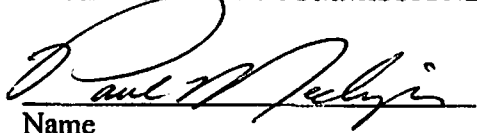
Whereas, it is within the authority of the Board of Park Commissioners of the City to grant an extension of the Temporary Use Agreement;

Therefore Be It Resolved that the City of La Crosse, through the Board of Park Commissioners, agrees to extend the Temporary Docketing Agreement between the Foundation and the City until December 15, 2013 on the following terms and conditions:

1. The fee for extension of the Temporary Use Agreement shall be the sum of One Hundred and 00/100 Dollars (\$100.00) per month effective October 16, 2013;
2. All other terms and conditions of the Temporary Use Agreement shall remain in full force and effect, except as amended herein.

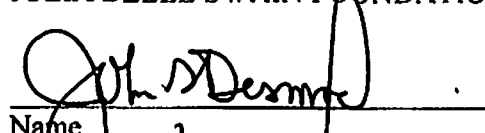
Dated this seventeenth day of October, 2013.

BOARD OF PARK COMMISSIONERS


Name

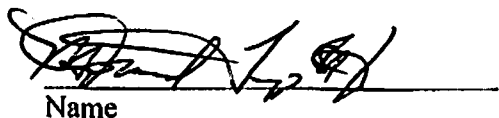
Date: 10-17-13

JULIA BELLE SWAIN FOUNDATION


Name

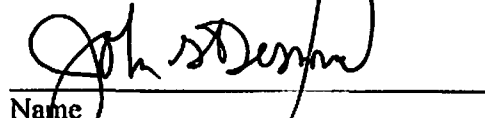
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BOARD OF PARK COMMISSIONERS


Name

Date: 10/17/13

JULIA BELLE SWAIN FOUNDATION


Name

Date: 10/18/2013

TEMPORARY DOCKING AGREEMENT

BETWEEN

CITY OF LA CROSSE AND JULIA BELL SWAIN FOUNDATION

This Agreement is entered into effective this first day of August 2013 between the City of La Crosse (City) and the Julia Belle Swain Foundation, (Licensee) for the use of the Riverside Park levee in La Crosse Wisconsin.

A. Term:

1. August 15, 2013 to October 15, 2013
2. The parties agree that this Agreement is temporary while a long-term agreement is being negotiated for the use of the Riverside Park levee and/or Jay Street levee.

B. Rates and Purpose:

1. For the sum of One Hundred and 00/100 (\$100.00) the City grants to the Julia Belle Swain Foundation the non-exclusive right to use the Riverside levee for a static display of the Julia Belle Swain and to allow, if possible, tours of the same.
2. The sum of One Hundred and 00/100 (\$100.00) will be paid on or before August 15, 2013.

C. Non-Exclusive Use and Reservations:

1. Licensee agrees that during the time of its use, it will not interfere with other business, uses or activities within Riverside Park or on the levee, such as other paddle wheelers that may be using the levee, reservations for the levee and for other activities, etc.
2. The Licensee understands and agrees that from time to time it may need to move its vessel to accommodate other uses of the levee and the Park and agrees to do so promptly upon notice from the City.
3. Licensee agrees to comply with any and all rules established for the use of the Park including closing times.
4. The Licensee understands and agrees that there is very limited public parking in Riverside Park and has agreed to make arrangements for off-site parking for visitors.

D. Insurance and Indemnification:

1. Licensee for all related activities does hereby agree to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon or related to its use of the Leased Premises or the property adjacent thereto during the term of this Agreement or any extension hereof. Licensee agrees to take out and maintain with a reputable insurance company, at their sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Leased Premises, with minimum liability limits of \$1,000,000 property damage (adjusted annually for changes due to increases in valuation, improvements or additions to the Premises) and \$1,000,000 per occurrence, \$2,000,000 aggregate for personal injury and liability, along with an additional \$2,000,000 umbrella policy to cover all incidents, accidents or occurrences on or about the Premises. The City shall be named as a co-insured and as loss payee on all such policies and shall be entitled to a certificate of the insurer showing said coverage to be in effect. Licensee and the insurance company shall provide an endorsement certificate to the City guaranteeing the coverage and amounts of coverage set forth in this Lease. Licensee agrees to take out and maintain with a reputable insurance company, at their sole cost and expense, comprehensive automobile liability insurance for owned, non-owned and hired vehicles with a minimum limit of liability of \$1,000,000 per occurrence for bodily injury. This insurance shall be required for the full term of the Docking Agreement.

2. The Licensee agrees and understands that the City makes no warranties as to the suitability of the levee for the Licensee's needs or purposes or access to the levee depending on the height of the river. The Licensee waives any and all claims for damages or injuries of any type or nature it may have against the City related to its vessels, passengers or operations for any damage or injury of any kind or nature, arising from the use of the levee.

E. Default and Termination:

1. In the event Licensee shall default in any of the amounts due to the City as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained, and any such default shall continue unremedied for a period of ten (10 days) after written notice thereof to Licensee, or if:

2. Licensee shall make an assignment of its property for the benefit of creditors;

3. Licensee shall petition a court to be adjudged as bankrupt;

4. If a petition in bankruptcy shall be filed in any court against Licensee which continues for more than thirty (30) days;

5. Licensee is judicially determined to be insolvent;
6. Licensee shall be adjudged a bankrupt;
7. A receiver or other officer shall be appointed to take charge of the whole or any part of Licensee's property or to wind up or liquidate its affairs;
8. Licensee shall seek reorganization under any of the terms of the State or Federal Law or under any other insolvency law;
9. Licensee shall admit, in writing, its inability to pay its debts as they become due;
10. A final judgment shall be rendered against Licensee and remain unsatisfied for a period of thirty (30) days from the date on which the same is entered; or
11. Licensee shall abandon the facility.
12. In such an event, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Licensee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Licensee hereunder.
13. Termination shall not constitute a cancellation or a waiver by the City of the remainder of the total amounts payable to City, or for any damages or losses for the unexpired portion of the demised term which may be sustained by the City on account of such default, assignment, insolvency, adjudication, or other default as provided hereinabove in this Section, including any expenses incurred in exercising its rights in this Agreement.
14. In the event of a lapse of insurance policies or coverage and protection as required by this Agreement, the City may, without notice of default, declare this Agreement terminated. Licensee shall have no access rights to or use of the Premises unless all insurance policies required by this Agreement are in full force and effect.
15. Impossibility of Performance. Neither City nor Licensee shall be obligated to or liable for the performance of any term or condition of this Agreement on its part to be performed if such performance is prevented by fire, earthquake, flood, act of God, riots or civil commotions, or by reason of any other matter or condition beyond the control of either party.

F. Compliance with All Laws:

Licensee shall, at its own cost and expense, be responsible to promptly comply and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting its operations and use of the levee.

G. Notices:

Any Notices required under this Agreement shall be sent by certified mail, postage pre-paid, certified mail to the following persons:

City:	Julia Belle Swain Foundation
Steve Carlyon, Director Park and Recreation Department 400 La Crosse Street La Crosse, WI 54601	John Desmond 1618 Nakomis Avenue La Crosse, WI 54603

H. Attorneys' Fees and Venue:

1. In the event of any litigation by the City to enforce its rights under this Lease, the City, if it prevails, shall be allowed all reasonable attorneys' fees expended or incurred in such litigation to be recovered as part of the costs therein.

2. This Agreement shall be construed and interpreted under the laws of the State of Wisconsin. Any actions related to the same will be venued in La Crosse County, WI.

3. Licensee has agreed to reimburse the City for any and all fees and costs incurred in the drafting of this temporary docking agreement.

I. Non-related Parties:

The parties hereto agree they are acting as independent contractors, and nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, a partnership, joint venture, or any such mutual relationship between the parties. Each party shall be responsible for its own separate debts, obligations and other liabilities.

J. Amendment.

This Agreement may not be amended except in writing and approved by both parties.

BOARD OF PARK COMMISSIONERS

JULIA BELLE SWAIN FOUNDATION

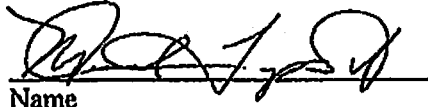
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BOARD OF PARK COMMISSIONERS



Name

Date: 8/1/13

JULIA BELLE SWAIN FOUNDATION

Name

Date: _____