

(ii) Licensor understands that Licensee's cruise schedule can change at times due to a number of factors, including but not limited to river and other environmental conditions, and shall accommodate unexpected changes in Licensee's schedule in a reasonable timeframe providing there a space available at the Facility. Licensee agrees to provide Licensor with as much notice as possible with any changes to the cruise schedule and the anticipated dates the Licensee will require access to the Facility.

(iii) Licensor will use reasonable best efforts to accommodate Licensee reasonable request for use of the Facility to ensure an acceptable guest/passenger experience while at the Facility. Should Licensor anticipate incurring additional expenses related to Licensee requests, the parties agree to fully cooperate and resolve the same to their mutual satisfaction.

2. Safety and Notifications: Licensee shall be responsible for ensuring that its employees, contractors and invitees comply with applicable laws and obey any written safety rules provided by Licensor. Licensee shall not intentionally interfere with other operations or create any danger or safety hazard at the Facility. Licensee shall notify Licensor 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 contact defined above for each of the parties and may be given by e-mail, facsimile or mail. Notices will be deemed to have been received upon the production of a relevant receipt document.

3. Liability and Indemnity: Licensee shall indemnify and hold harmless said Licensor relative to any enforcement actions, remedial actions, orders of removal, fines, penalties, or any other damages that may be suffered by Licensor on account of or arising out of the Licensee's activities or course of conduct, in the event any of such are imposed upon by Licensor by any Federal, State, local or other governmental agency.

Licensee agrees to defend, hold harmless and indemnify Licensor from all claims and demands that may be made against Licensor arising out of and in connection with the Licensee's use or occupancy of the Licensed Premises. Licensee further agrees to defend, hold harmless and indemnify Licensor from against all damages, losses, costs, reasonable attorneys' fees, charges and expenses which Licensee may have sustained, incur or be liable for in connection with any such claims or demands arising out of and in connection with the Licensee's use or occupancy of the Licensed Premises, unless such damages are caused by the Licensor or its agents.

Licensor shall not be liable for damage to Licensee property for any reason.

4. Insurance: Each party shall maintain (or cause to be maintained, as applicable), at its sole expense including premiums, deductibles and all other policy related charges. The Licensee shall provide proof of insurance coverage to the Licensor in accordance with the attached **Exhibit C**.

5. Utilities: If any utilities are available at the Facility and Licensee elects to connect to and/or utilize such utilities during its visit, Licensee 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; however, it shall be effective on **April 1, 2021**. It shall have a term of **eleven (11) years**.

7. Miscellaneous Terms:

a. In Consideration for the terms and conditions contained in this agreement, Licensee agrees to make a **\$50,000** Capital Investment payment to Licensor. This payment will be made in installment payments per the schedule below:

October 15, 2021 -	\$25,000
January 2, 2022 -	\$25,000

- b. This agreement shall be governed by the general maritime law of the United States or, if no general maritime rule of law applies, then by the laws of the county and state in which the relevant Facility is located.
- c. 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.
- d. The Licensee shall not sublease the use of the Facility or otherwise assign or transfer any rights or obligations under this Agreement without the express written consent of the Licensor.
- e. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

DATED THIS _____ DAY OF _____, 20____.

Licensor

Licensee

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

EXHIBIT A



EXHIBIT B
DOCKING SCHEDULES

EXHIBIT C INSURANCE

INSURANCE. Unless otherwise specified in this Agreement, American Queen Steamboat Company (hereafter referred to as "Licensee") shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below for their conduct at the Facility.

a. **Worker's Compensation and Employers Liability Insurance.** Licensee shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the general maritime law of the United States, and if applicable, the State of Wisconsin. Licensee shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit. Workers compensation and employers' liability insurances extended to include coverage under the Longshore Act, if applicable, upon all the employees of Licensee and/or its contractors, invitees and guests.

b. **Commercial General Liability and Automobile Liability Insurance.** Licensee shall provide and maintain the following commercial general liability and automobile liability insurance:

i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

ii. Licensee shall maintain limits no less than the following:

1. **General Liability.** Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.

2. **Umbrella Liability.** Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. **Required Provisions.** The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. Licensor, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Licensee; products and completed operations of Licensee; premises occupied or used by

Licensee; and vehicles owned, leased, hired or borrowed by Licensee. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of Licensor.

ii. For any claims related to this Agreement, Licensee's insurance shall be primary insurance with respect to Licensor, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by Licensor, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Licensor, its elected and appointed officers, employees or authorized representatives or volunteers.

iv. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the Licensee, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Licensor.

vi. Such liability insurance shall indemnify Licensor, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Licensee for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.

vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

viii. All of the insurance shall be provided on policy forms and through companies satisfactory to Licensor and shall have a minimum AM Best's rating of A- VIII.

d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to Licensor.

e. Evidences of Insurance. Prior to execution of the Agreement, Licensee shall file with Licensor a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

f. Assignment or Sublicensing. Licensee shall have no right to assign or sublicense its interest in this License, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the City of La Crosse Board of Park Commissioners in each instance. Licensor in its sole discretion may deny any request for assignment or sublicense for any reason. All sublicenses, assignments, assignees and sublicensees are bound by the terms and conditions of this License, regardless of any statement to the contrary within any sublicense or assignment document.