

**AMERICAN CRUISE LINES
DOCKING AGREEMENT**

LICENSOR	LICENSEE
NAME : City of La Crosse ADDRESS : 400 La Crosse Street CITY, ST, ZIP : La Crosse, WI 54601 CONTACT : Jim Flottmeyer TELEPHONE : 608-789-7559 CEL : 608-386-6994 E-MAIL : flottmeyerj@cityoflacrosse.org	NAME : American Cruise Lines ADDRESS : 741 Boston Post Road, Suite 200 CITY, ST, ZIP : Guilford, CT 06437 CONTACT : Paul Taiclet TELEPHONE : 203-453-6800 CEL : 203-915-5926 E-MAIL : taiclet@americancruiselines.com
FACILITY	CHARGE
Riverside Park North or South Levee in La Crosse, Wisconsin Address: 520 Veterans Memorial Drive East See Exhibit #A	The following Charge shall be paid to the Licensor, the sum of \$20,000 shall be paid in equal installments of \$10,000 on June 1st and September 1st of each calendar year. The entire Charge shall be paid on an annual basis regardless of how many times the Licensee Accesses/Uses the Facility per the terms of this Agreement, excepting that the Licensee must Access the Facility at least one time in any calendar year. For the avoidance of doubt, if the Licensee does not Access/Use the Facility during any calendar year, the Charge shall not be paid. Annual Docking Charge: 2025-2034 \$20,000
DESCRIPTION/PURPOSE OF ACCESS/USE	
The Facility will be utilized for mooring, embarking and disembarking passengers and crew, to receive supplies and fuel, to off-load trash or waste for proper shore side disposal, to perform maintenance work of a minor nature, and other activities that are consistent with and associated with the operation of any or all of the Licensee certificated overnight passenger vessels.	

1. Basic Agreement: In consideration of the Rates/Charges referenced in the relevant box above, Licensor hereby grants to Licensee non-exclusive priority use of the Facility defined above for one (1) commercial passenger vessel, for the purposes described above. Licensor agrees that one (1) of the Licensee boats have preference and priority in docking dates, times and locations at the Facility. Licensor also agrees that Licensee may use the Facility for more than one (1) boat on a non-exclusive basis if there is room at the Facility for such.

(i) Licensee agrees to provide Licensor with reasonable notice of the dates and times it anticipates requiring access to the Facility. Reasonable notice for this purpose shall be a minimum of twelve (12) month notice. See Exhibit #B as an example of Licensee's 12-month notice.

(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 with the exception of potable water.

6. Term of Agreement: This Docking Agreement shall commence upon its date of execution; however, it shall be effective on **January 1, 2025**. It shall have a term of **ten (10) years**.

7. Termination: If at any time during the Term of this Agreement, either party (i) materially breaches any of its obligations under this Agreement and fails to cure such breach within sixty (60) days of receiving written notice thereof; or (ii) either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or commits any other act of insolvency, then the Agreement may be terminated by the other and the parties' respective obligations arising under this Agreement shall cease. If this Agreement is terminated as a result of Licensee's breach, Licensor may recover from Licensee as its sole measure of damages any unpaid Annual Docking Charge that had accrued as of the date of such termination plus any remaining Annual Docking Charge, if any, Licensor would be entitled to receive from Licensee for the remaining calendar year of termination had the Agreement not been terminated.

8. Force Majeure: Licensee/Licensor shall be entitled to suspend its operations or terminate this agreement in the event a Force Majeure occurrence makes Licensee/Licensor performance of its rights, duties, and/or obligations under this Docking Agreement economically impracticable, as

determined in Licensee/Licensors sole discretion. Such Force Majeure events shall include, but are not limited to, acts of God; war; invasion; hostilities; rebellion; strikes; lockouts; fire; flood; hurricanes; water levels; epidemics; pandemics; outbreak; earthquake; explosion; decision of any court or other judicial body; unavailability of materials; labor shortages; volatile market conditions; transportation; satellite failure; acts of governments; defaults of third parties; or any other causes beyond the Licensee/Licensors control. In the event of Licensee/Licensors suspension of operations or termination of this agreement pursuant to this provision, Licensee/Licensors shall only be required to pay a prorated amount of Annual Docking Charge calculated up and through the date of Licensee/Licensors notice of suspension or termination. In the event of suspension, Licensee/Licensors Annual Docking Charge obligation shall resume when Licensee/Licensors resumes use of the Facility as determined by Licensee/Licensors in its sole discretion. Notwithstanding, in the event of a suspension, Licensee/Licensors shall continue to honor Licensee/Licensors existing reservations Priority Docking Rights until released or waived in writing by Licensee/Licensors, which Licensee/Licensors shall not unreasonably withhold.

9. Miscellaneous Terms:

- a. 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.
- b. 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.
- c. 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 Licensors.
- d. 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 10th DAY OF February, 2025 .

Licensor

James Flottmeyer

Authorized Signature

James Flottmeyer

Facilities and Waterfront Manager

Printed Name and Title

Licensee

Authorized Signature

Paul E Taiclet EVP

Printed Name and Title

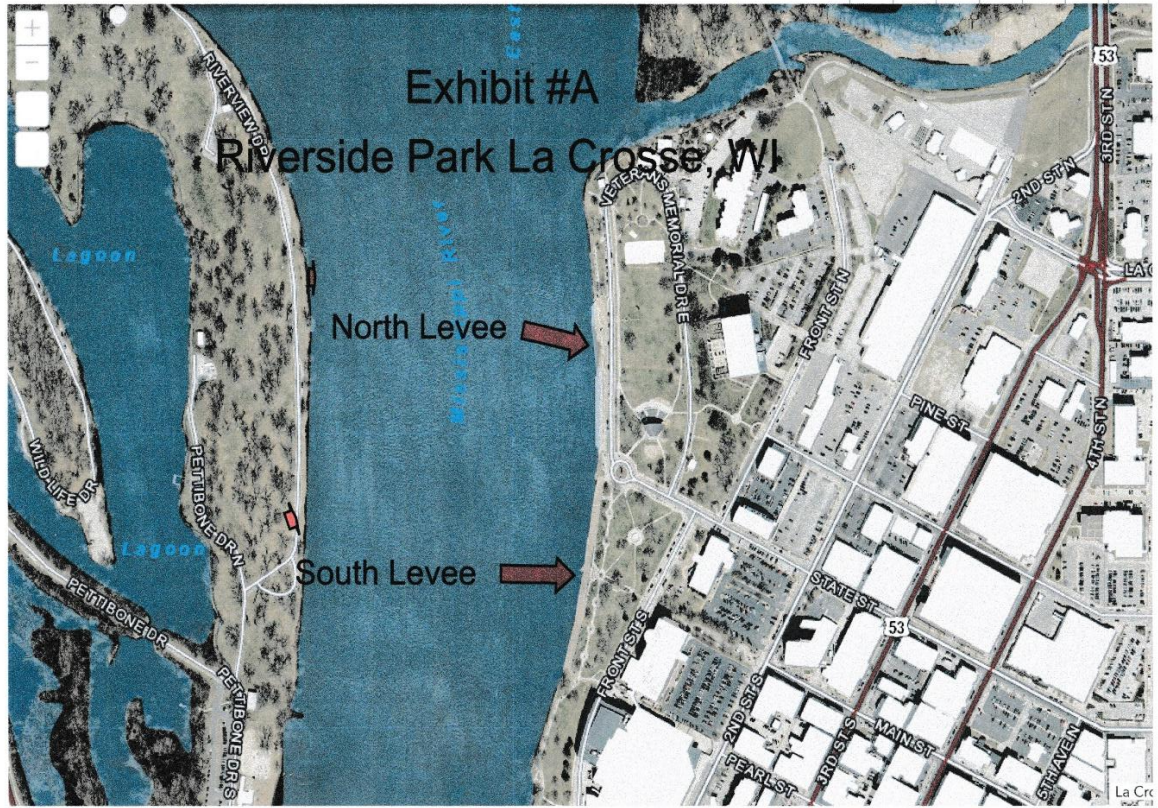
EXHIBIT A

9/20/24, 4:21 PM

City of La Crosse Online Mapping

City of La Crosse Online Mapping

City Maps County Maps Feedback



<https://online.cityoflacrosse.org/online-mapping/>

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EXHIBIT B

2025 DOCKING SCHEDULE. SUBSEQUENT YEARS TO FOLLOW FOR APPROVAL.

Date: 08/28/24

American Cruise Lines 2025 Docking Schedule at La Crosse, WI - Riverside Park Landing

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Melody	Sun. Jun. 15, 2025	8:00AM	Sun. Jun. 15, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Jul. 06, 2025	6:00AM	Sun. Jul. 06, 2025	11:00PM	17.0
American Cruise Lines	American Serenade	Sun. Jul. 20, 2025	8:00AM	Sun. Jul. 20, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Aug. 03, 2025	8:00AM	Sun. Aug. 03, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Aug. 17, 2025	8:00AM	Sun. Aug. 17, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Aug. 31, 2025	8:00AM	Sun. Aug. 31, 2025	11:00PM	15.0
American Cruise Lines	American Melody	Sun. Sep. 07, 2025	8:00AM	Sun. Sep. 07, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Sep. 14, 2025	8:00AM	Sun. Sep. 14, 2025	11:00PM	15.0
American Cruise Lines	American Heritage	Sun. Sep. 14, 2025	8:00AM	Sun. Sep. 14, 2025	11:00PM	15.0
American Cruise Lines	American Melody	Sun. Sep. 21, 2025	8:00AM	Sun. Sep. 21, 2025	11:00PM	15.0
American Cruise Lines	American Serenade	Sun. Sep. 28, 2025	8:00AM	Sun. Sep. 28, 2025	11:00PM	15.0
American Cruise Lines	American Melody	Sun. Oct. 05, 2025	8:00AM	Sun. Oct. 05, 2025	11:00PM	15.0
American Cruise Lines	American Melody	Sun. Oct. 19, 2025	8:00AM	Sun. Oct. 19, 2025	11:00PM	15.0

Company	Vessel	Length
American Cruise Lines	American Heritage	250
	American Melody	328
	American Serenade	328
	American Splendor	300
	American Symphony	325

EXHIBIT C INSURANCE

INSURANCE. Unless otherwise specified in this Agreement, American Cruise Lines (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 laws of 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.

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 and approved by Licensor. At the option of Licensor, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

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.