

American Queen Steamboat Company DOCKING AGREEMENT

OWNER	CUSTOMER
<p>NAME : City of La Crosse ADDRESS : 400 La Crosse Street CITY, ST, ZIP : La Crosse, WI 54601 CONTACT : Jay Odgaard, Director of Parks TELEPHONE : (608) 789-7593 FACSIMILE : (608) 789-7501 E-MAIL : odegaardj@cityoflacrosse.org</p> <p>SECONDARY CONTACT : Christa Gerloff, Administrative Assistant : (608) 789-7557 : gerloffc@cityoflacrosse.org</p>	<p>NAME : American Queen Steamboat : d/b/a American Queen Operating Company, LLC ADDRESS : 222 Pearl Street CITY, ST, ZIP : New Albany, IN 47150 CONTACT : Eric D. Denley, Corporate Secretary TELEPHONE : (812) 207-2621 FACSIMILE : (812) 590-2025 E-MAIL : edenley@hmsgm.com</p> <p>Vessel Operation Inquiries : Gary Frommelt, VP Vessel Ops : (312) 505-9384 (cell) gfrommelt@aqsc.com</p>
<p>FACILITY : Riverside Park Levy in La Crosse, Wisconsin</p>	<p>RATES/CHARGES : 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.</p>
DESCRIPTION/PURPOSE OF ACCESS/USE	
<p>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.</p>	

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's 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 falls 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 26th day of June, 2019.

Owner

Authorized Signature

Printed Name and Title

Customer

Authorized Signature

Eric D. Denley, Corporate Secretary
American Queen Steamboat Operating
Company, LLC
Printed Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2019

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).

PRODUCER Lockton Insurance Brokers, LLC
CA License #0F15767
Three Embarcadero Center, Suite 600
San Francisco CA 94111
(415) 568-4000

INSURED American Queen Steamboat Operating Company, LLC
222 Pearl Street
New Albany IN 47150

INSURER A: *** SEE ATTACHMENT ***
INSURER B: Great American Insurance Co of New York
22136
INSURER C: American Longshore Mutual Association
0

INSURER F:
INSURER E:
INSURER D:

COVERAGES AMEQU01 CERTIFICATE NUMBER: 15486705 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY See Attached Y N Y N 1,000,000

ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY

UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE OCCUR NOT APPLICABLE

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A

C B AND EMPLOYERS' LIABILITY WCA2949503 (State Act) ALMA01234-04 (USL&H) 6/1/2018 6/1/2019

A Hull & Machinery P&I (Incl. Pollution) See Attached (H&M) See Attached (P&I) 4/5/2019 4/5/2020

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

RF: Docking Agreement - Riverside Park Levy, La Crosse Wisconsin. The City of La Crosse is included as an additional insured as required by contract.

CERTIFICATE HOLDER 15486705 City of La Crosse 400 La Crosse Street La Crosse WI 54601

AUTHORIZED REPRESENTATIVE [Signature]

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

1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

GENERAL LIABILITY:

Carrier	Percentage	Policy #
AGCS Marine Insurance Company	50%	OHL92012633
Continental Insurance Company	22.5%	H877872
Starr Indemnity & Liability Insurance Co	15%	MASLSF00203518
Endurance	12.5%	OPK10014192800

American Queen Steamboat Operating Company

Hull & Machinery

Carrier	Percentage	Policy #
AGCS Marine Insurance Company	50%	OHL92012633
Continental Insurance Company	22.5%	H877872
Starr Indemnity & Liability Insurance Co	15%	MASHSF00006918
Endurance Risk Solutions Assurance Co.	12.5%	OPK10014192800

Excess Hull & Machinery

Carrier: Lloyds of London

Policy #MAHHY1803901

Vessel Schedule

VESSEL NAME	HULL VALUE	EXCESS HULL & MACHINERY
American Queen	\$10,000,000	\$60,000,000
American Empress	\$10,000,000	\$35,000,000
American Duchess	\$10,000,000	\$34,160,000

American Queen Steamboat Operating Company, LLC
Protection & Indemnity Schedule
Steamship Mutual Underwriting Association Ltd.

Vessel Name	Certificate Number
AMERICAN DUCHESS	94596
AMERICAN EMPRESS	94597
AMERICAN QUEEN	94599
KANESVILLE QUEEN	94598