

**AMERICAN QUEEN VOYAGES
DOCKING AGREEMENT**

OWNER	CUSTOMER
NAME : City of Madison ADDRESS : 101 W. Main Street CITY, ST, ZIP : Madison, IN 47250 CONTACT : Tony, Steinhardt, Director of Economic Development & Redevelopment TELEPHONE : (812) 274-0461 MOBILE : FACSIMILE : E-MAIL : tsteinhardt@madison-in.gov Additional POC : Mayor Bob Courtney mayor@madison-in.gov	NAME : American Queen Steamboat Operating Company, LLC d/b/a American Queen Voyages ADDRESS : 2400 E. Commercial Blvd. Suite 1200 CITY, ST, ZIP : Fort Lauderdale, FL 33308 CONTACT : Eric Denley, Secretary TELEPHONE : (812) 207-2621 FACSIMILE : (812) 590-2025 E-MAIL : eric.denley@hornblower.com Port Scheduling Inquiries : Shelly Hartfield, Director of Port Services, (812) 987-3297 shelly.hartfield@aqvoyages.com Vessel Operation Inquiries : Jethro Beck, VP of Marine Operations, (206) 295-6090 jethro.beck@aqvoyages.com
FACILITY	RATES/CHARGES
Public Landing near 100 E. Vaughan Drive, Madison, Indiana 47250 River Mile Marker No. 558	2023 – One Lump Sum Payment of \$25,000 2024 – One Lump Sum Payment of \$25,000 2025 - \$750 per vessel stop 2026 - \$750 per vessel stop 2027 - \$750 per vessel stop
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 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 priority access to and use of the Facility defined above, for the purposes described above. Owner agrees that Customer's vessels shall, at all times, have preference and priority in docking dates, times, and locations at the Facility (said location being its traditional mooring, taking water level into consideration). This means that if there ever is a conflicting vessel or boat that wishes to dock at the same time and the same location, Customer's vessels have priority use at the facility to the exclusion of the other vessels and vessel operators.

(i) Customer has preferred/priority to schedule docking dates and times twenty-four (24) months or more in advance, while other cruise lines may only schedule their docking dates and times eighteen (18) months or less in advance of their intended docking dates.

(ii) Owner and Customer acknowledge that Customer's cruise schedules can change at times on short notice due to a number of factors, including but not limited to river and other environmental conditions, and agree that Customer's preferred docking status gives Customer the ability to request dates at any time throughout the cruising season, and

in rare situations, can cause other vessels to be displaced from their scheduled docking. Customer agrees to provide the Owner with as much notice as possible with any changes to the docking schedule and the anticipated dates the Customer will require access to and use of the Facility.

(iii) Customer will have a minimum of ten (10) stops per calendar year commencing in 2024, including one overnight stop per calendar year commencing in 2025.

(iv) Customer will make an initial payment of Twenty-Five Thousand Dollars (\$25,000.00) for landing improvements to be paid in January 2023.

(v) Customer will make a second payment of Twenty-Five Thousand Dollars (\$25,000.00) in 2024 as part of Owner's landing improvement plans.

(vi) Customer will make a lump-sum payment of Fifteen Thousand Dollars (\$15,000.00) with each five-year automatic extension.

(vii) Commencing in calendar year 2025, Customer will pay Seven Hundred and Fifty Dollars (\$750.00) per stop.

(viii) Commencing in calendar year 2025, if Customer does not meet the minimum number of stops per calendar year detailed in (iii) above, Customer will make payments of One Thousand Five Hundred Dollars (\$1,500.00) for each missed stop as detailed in paragraph (iii).

(ix) Owner will maintain a safe and clear landing for each arrival.

(x) Owner will promote Customer's visits through various media streams.

(xi) Owner will make landing improvements by the first visit in 2023 including a 100' paved area, mooring points, and weed and debris removal.

(xii) Owner will install a permanent 'Welcome' sign stating the landing is for 'American Queen Voyages', with the sign design to be approved by both parties.

(xiii) Owner is working on additional development plans and will give Customer the opportunity to review and make recommendations to the plan.

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 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 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:** Each party agrees to be responsible for, and indemnify and hold harmless the other of and from (including legal fees and costs), any loss, damage, expense, claim, liability, suit, fine and/or penalty applicable to (i) such party's employees, contractors, invitees and guests, and (ii) the owned, leased or chartered vessels, equipment or other personal property of such party and/or its employees, contractors, invitees and guests, howsoever caused and regardless of fault, which in any way arises out of or relates to the Facility or Customer's access thereto and/or use thereof. Each party agrees to waive any immunity from suit and/or exclusivity of remedy pursuant to any workers compensation act or similar law in furtherance of the foregoing indemnity for employee injury claims. 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. With respect to all other matters, each party agrees to be responsible for, and indemnify and hold harmless the other of and from (including legal fees and costs), all loss, damage, expense, claim, liability and/or suit to the extent caused by its negligence or other legal fault.

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 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 such party and/or its employees, contractors, invitees and guests, including hull and machinery insurance with respect to any vessel(s);

(ii) Public liability insurance with limits of at least \$1,000,000 per occurrence, including protection and indemnity and pollution insurances with respect to any vessel(s) owned, leased and/or chartered by such party 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 such party and/or its contractors, invitees, and guests.

All such insurances shall be endorsed to waive subrogation as to the non-procuring party, subject to the allocation of liabilities in this agreement. The parties shall exchange insurance certificates evidencing all of the foregoing insurances and conditions upon execution of this agreement and from time to time thereafter, as may be requested. Should a party 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, the party required to maintain such insurance above shall be deemed a self-insurer thereof, accept and pay all claims which would have otherwise been submitted, and indemnify and hold harmless the other 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 five (5) years, and shall, absent of 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 two (2) additional five (5) year terms, for a total term of fifteen (15) years. See docking schedules for vessel(s) attached hereto as "Exhibit A" and incorporated herein by reference. Said exhibit may, from time to time, be amended pursuant to additional mutual agreement between the parties, via electronic communication or otherwise, and/or pursuant to river or other conditions beyond the parties' control.

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.

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 11th DAY OF October, 2022.

Owner

Customer

Authorized Signature

**Bob Courtney, Mayor, City of
Madison**

Printed Name and Title

Eric D. Denley

Authorized Signature

**Eric Denley, Secretary, American Queen
Steamboat Operating Company, LLC**

Printed Name and Title

EXHIBIT A
DOCKING SCHEDULES