

**LICENSE AGREEMENT
BETWEEN THE
CITY OF ALEXANDRIA, VIRGINIA, AND
THE TALL SHIP PROVIDENCE FOUNDATION**

THIS LICENSE AGREEMENT is made this _____ day of _____ 2026, by the City of Alexandria, a municipal corporation of Virginia (the “City”), and the Tall Ship Providence Foundation, a non-profit, tax-exempt organization (“Licensee”).

WHEREAS, Licensee owns a reproduction historic tall ship (the “Vessel”) that provides a living history museum, public cruises, private charters, food & beverage, and retail items, and desires to dock at the riparian area adjacent to the Waterfront Park bulkhead (1A Prince St.) in the City of Alexandria, Virginia consistent with Special Use Permit #2021-0001 (the “Berth”), and to use the Berth to provide access to the waters of Washington, D.C.; and

WHEREAS, City is willing to permit Licensee to use the Berth for docking purposes and for program staff, apprentice, volunteer, supporter, and visitor use and access in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Representations. By executing this agreement, Licensee warrants that it is the legal owner and operator of the Vessel, described in paragraph 14 below, and is authorized to enter into this License Agreement.
2. Applicability of City, State and Federal Law. This License Agreement is subject to title 6, chapter 3 of the Alexandria City Code and any and all applicable provisions of federal, state, and local law. Licensee agrees to comply with the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia pertaining to the operation of the Vessel. Licensee shall permit officers and employees of the City of Alexandria charged with the enforcement of such laws to board and inspect the Vessel for the purpose of enforcing such laws. Licensee hereby agrees to permit periodic inspection of the Vessel by code enforcement inspectors of the City of Alexandria, and to remedy to the extent practicable any and all deficiencies and unsafe conditions found by such inspectors. Commercial activities located outside of the jurisdictional area of the City of Alexandria that are governed by the rules and regulations of another jurisdiction shall

comply with the City noise ordinance and control odors and any other air pollution sources resulting from operations at the site to prevent them from becoming a nuisance to neighboring properties.

3. Rules and Regulations. Licensee shall comply with all applicable rules and regulations of the City of Alexandria, as applicable, including the conditions as approved or amended in Special Use Permit #2021-0001 and which are incorporated by reference into this Agreement as if fully set forth herein. For purposes of the Special Use Permit #2021-0001, references therein to the Franchise Agreement shall mean this License Agreement. The Licensee shall also comply with any rules and regulations of the City or of the Alexandria Marina which are adopted subsequent to the execution of this Agreement unless such rules are manifestly unreasonable in their application to Licensee.
4. Insurance. Licensee shall provide a certificate of insurance to City that shows that Licensee and the Licensee's Vessels are covered by the terms, conditions, insurance, and financial requirements which are set forth herein. Licensee will at all times maintain the following insurance coverage:
 - a. Hull and Machinery: at the fair market value of the Licensed Vessels
 - b. Protection and Indemnity: Limit of \$1,000,000.00
 - c. Vessel Pollution: Limit of \$5,000,000.00
 - d. Wreck removal insurance to cover the cost of removing the Vessel if it should sink or become awash, and the City shall be named beneficiary of such policy.
 - e. Bumpershoot Liability: (sitting excess of all of the above) Limit Total of \$2,000,000.00

Licensee agrees to maintain such insurance coverage throughout the term of this License Agreement, and to furnish evidence to City of such coverage prior to the effective date, and throughout the term, of this License Agreement. In addition, City shall be named on the liability insurance policy required by subsections (a.-e.) above as an additional insured.

5. Indemnification. Subject to the dollar limitations set out in subsection 4(a), and apart from and in addition to any insurance coverage, Licensee agrees to indemnify and hold harmless City and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs

and attorneys' fees), and against any losses, resulting from or arising out of any bodily injury or property damage caused, in whole or in part, by any act or omission of the Licensee or any of its employees, agents, invitees, licensees, or guests in the course of operating, maintaining or using the Vessel while located within or approaching or departing the Alexandria Marina, or while using the Berth or anything attached thereto, except to the extent such injury or damage is caused by the negligence of City or its officers or employees.

6. Waiver of City's Liability. By executing this License Agreement, Licensee expressly acknowledges and agrees that the City and its officers and employees shall not be liable to Licensee or to any of its employees, agents, invitees, Licensees or guests for any bodily injury or property damage sustained by any of them while on Licensee's Vessel or floating dock, or while at, on, or near the Alexandria Marina, or for any property damage to Licensee's Vessel sustained while the Vessel is located within or is approaching or departing the Marina, except to the extent such injury or damage is caused by the negligence of the City or its officers or employees.
7. Grant and Term of License.
 - a. In exchange for the consideration described herein City grants permission to Licensee to dock the Vessel at the Waterfront Park bulkhead (1A Prince St.).
 - b. The term of this License shall be five (5) years, from February 1, 2026, through and including January 31, 2031.
8. Renewal. Provided Licensee is not in default of its obligations of performance under this Agreement at the end of the initial five (5) year term, Licensee may renew this Agreement for six additional five (5) year terms with the approval of the City. Prior to any renewal, the City Manager for the City will analyze and review use of the docking by Licensee under terms of this Agreement to determine if additional or modifications to the terms of this Agreement are necessary including but not limited recalculating the annual fee. Notwithstanding this option for renewal, the City Manager shall have the right to terminate this Agreement at the end of any term if the City Manager determines the lease agreement is no longer in the best interest of the public. The annual rent for each 5-year period will increase 3% annually from the prior year.
9. License Fee. Licensee shall pay to City an annual fee for the License Rights to use and

access the Berth.

- a. Licensee shall pay to the City an annual fee for the License granted hereunder. The annual fee for the use and access of the Berth for the first five (5) years is shown in the table below.

Term Year	Annual Payment	Monthly Payment
2/1/26 – 1/31/27	\$17,389	\$1,449
2/1/27 – 1/31/28	\$17,911	\$1,493
2/1/27 – 1/31/29	\$18,448	\$1,537
2/1/27 – 1/31/30	\$19,002	\$1,583
2/1/30 – 1/31/31	\$19,572	\$1,631
	\$92,322	

For each lease year, the City shall receive, in addition to the annual fee, an Additional Fee equal to two and one-half percent (2.5%) of Net Revenue in excess of \$1,000,000.

Net Revenue is defined as the aggregate dollar amount of all business revenue resulting from the operations as outlined in 17.d., including all sales of food, beverages, merchandise, and all charges for services performed in, upon or resulting from, visitors boarding the Vessel at the Berth or using the Berth to access the waters of Washington, D.C., whether or not such charges for food, beverages, merchandise, or services occur in the City of Alexandria. Within sixty (60) days after each license year (*i.e.*, no later than April 1 of each license year), Licensee shall submit to the City a report of Net Revenue for the license year and the payment of the Additional Fee.

- b. Licensee shall not be entitled to any reduction in fees in the event the Berth is not occupied by the Vessel (or any other vessel owned or operated by Licensee or its affiliates) or Licensee does not conduct Services from the Alexandria City Marina.
- c. If Licensee fails to pay any installment in full within ten (10) calendar days of the installment's due date, Licensee shall be liable for a penalty, equal to ten percent (10%) of said installment, plus interest, based upon the amount unpaid and a rate of ten percent (10%) per annum (compounded annually), from the due date. Any

such penalty and interest shall be due at the next installment due date.

- d. *Annual Fee.* The annual fee will be paid in twelve (12) monthly payments on the first day of each month with the first fee due on February 1, 2026.
- e. *Payment Mailing Address.* All payments shall be sent to the City at the following address:

City of Alexandria/RPCA
Jack Browand, Deputy Director
1108 Jefferson Street
Alexandria VA 2314

Check tendered in payment of the monthly fee shall be made payable to the “City of Alexandria.”

- f. *Late payment:* In the event any payment due to the City hereunder is delayed by more than thirty (30) days business days, such payment shall be deemed to increase by ten percent (10%) of the payment due. Interest on the unpaid amount shall accrue at the rate of 2.5% per month from the due date until paid.
- 10. Assignment. This Agreement granting a license may not be assigned by the Licensee without the prior written consent of City, which consent may or may not be granted at the City’s discretion.
 - 11. Termination. In the event that Licensee violates any of the terms of this Agreement, Licensee shall be considered in default. If such default continues for thirty (30) days after Licensee has received written notice of the default, then this Agreement may be terminated, effective immediately, by City. Notwithstanding the above, City shall have the right to terminate this Agreement, effective immediately, in the event that Licensee shall be adjudicated as bankrupt, or if a receiver is appointed in a legal proceeding of any kind to take possession of the assets of Licensee, or if any creditor of Licensee shall seize, take possession of, or foreclose upon the Vessel. City shall also have the right to terminate this Agreement, effective immediately, if Licensee fails to maintain all of the types of insurance required by paragraph 4 of this Agreement.
 - 12. Removal. If this Agreement is terminated, Licensee shall immediately remove the Vessel from and cease utilizing the Berth and any alternate docking facility owned by City. If it becomes necessary for City to remove or cause the removal of the Vessel through any

legal proceeding, or otherwise, then the City shall be entitled to recover all costs incurred in conjunction with the removal and with such proceeding, including attorney's fees, from the Licensee and any successor in interest in ownership or possession of the Vessel, and such liability shall be joint and several.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue shall lie with the courts of the City of Alexandria, Virginia.
14. Description. The Vessel is a replica tall ship with a deck 62 feet in length, an overall length of 110 feet (including bowsprit/jibboom), and 22 feet in width. The Vessel mast has a height of 93 feet and 6 inches.
15. Use of Vessel. The Vessel shall be used solely and exclusively as a living history museum and tourist attraction open to the public and may schedule public cruises, private charters/events and other activities while moored at the Berth. All activity and business operations are limited to conditions consistent with conditions as approved or amended in Special Use Permit #2021-0001 unless permission is provided by the City in writing. The Licensee is not permitted to conduct any activity or business operation from the shore that is not consistent with conditions as approved or amended in Special Use Permit #2021-0001.
16. Fuel. The Vessel shall not take on gasoline or other fuel when it is docked at the Berth.
17. Provisions, Operation and Appearance.
 - a. Licensee agrees to provision the Vessel at such time and in such manner as to minimize the adverse impact upon businesses, their invitees and guests, and members of the general public on or adjacent to the Berth. Licensee shall require all vendors and service personnel who supply goods or render services to the Vessel, or who engage in any activity related to the use or maintenance of the Vessel, use Prince St. or the loading zone in Thompson's Alley.
 - i. Licensee agrees that public access to Waterfront Park shall be open to the public consistent with the posted hours of operations.
 - ii. The Licensee shall not interfere with the use of and access to Waterfront Park.
 - b. At all times, Licensee shall maintain the Vessel in such a manner as to keep it

neat and orderly in appearance, with its operating systems functioning in good working order.

- c. Licensee shall not engage in any activity which results in visual, excessive noise, foul odors, the accumulation of litter or debris on the shore areas adjacent to the Berth, including all City parks or in the waters adjacent to the Berth, or such other conditions which the City may, in its sole discretion, deem inconsistent with the use and enjoyment of the Berth. No music, amplified sound, machine noise or any other noise from the Vessel shall be audible at the closest City street at any time.
- d. Licensee is permitted to conduct public operations as follows:
 - i. Public tours from 9 a.m. to 10 p.m. Monday through Friday, and from 11 a.m. to 10 p.m. Saturday, Sunday & Holidays;
 - ii. Private craft beer cruise from 3:30 p.m. to 9 p.m. on Friday, Saturday & Sunday;
 - iii. Private pirate and/or other themed cruises from 8:30 a.m. to 10:30 a.m. on Saturday & Sunday and pirate, afternoon or sunset cruises from 3:30 p.m. to 9 p.m. daily;
 - iv. Private charters from 5 p.m. to 12 a.m. (midnight) daily;
 - v. Lectures, classes, and other educational activities from 8 a.m. to 11 a.m. on Saturday & Sunday;
 - vi. Special events on any day; and
 - vii. Use of the Berth to access the waters and jurisdictional areas of Washington, D.C. for purposes other than boarding or debarking the Vessel from 9 a.m. to 12 a.m (midnight) daily.
- e. Licensee shall not place any signs, advertisements, or notices of any nature, on any part of the bulkhead, without City's prior written consent and without such sign, advertisement or notice complying with all applicable laws, including but not limited to the City of Alexandria Zoning Ordinance, which shall be deemed applicable to the Vessel for the purposes of this paragraph.
- f. No more than 49 persons plus five crew, which is permitted by the Coast Guard, may occupy the Vessel at any one time.
- g. Intentionally deleted.

- h. If the Vessel is closed to the public for more than 30 consecutive days, Licensee shall notify City in writing of the reason for the closure and the anticipated date when the Vessel will reopen. City may require removal of the Vessel from the Berth if the Vessel is closed to the public for more than 30 consecutive days. In the event that the Licensee intends to move the Vessel from the Berth for a period of more than 30 consecutive days, Licensee shall so notify the City in writing. The foregoing removal will not in any way relieve Licensee of its obligation to pay the License Fee.
 - i. While using the Waterfront Park Bulkhead, the Licensee may install or use a docking facility consistent with this License Agreement and the Special Use Permit #2021-0001 and any subsequent amendments or interim actions associated with Special Use Permit #2021-0001.
 - j. Intentionally deleted.
 - k. Per Special Use Permit #2021-0001, Licensee shall provide a perpetual public access easement for the portion of the pier marked as public on the plans submitted to the City, during public operation hours, hours as determined in paragraph 17.d. of this agreement.
18. Utilities and Services Provided.
- a. While using the Berth, Licensee is responsible for providing all utilities and services in support of its business operations consistent with Special Use Permit #2021-0001.
 - b. Intentionally deleted.
19. Refuse. Licensee shall arrange and pay for the prompt and continuous collection and removal of all litter, debris and refuse generated by the Vessel and/or the Berth and of its employees, agents, invitees, Licensees, or guests. If Licensee fails to fulfill its obligations under this paragraph, as determined by City in its sole discretion, City may arrange and pay for such collection and removal of litter, debris, and refuse. Licensee shall, upon demand by City, reimburse City for expenses incurred for such collection of refuse within 30 days of Licensee's receipt of a billing statement itemizing such expenses and issued by City.
20. Parking. Licensee shall take all reasonable efforts to advise passengers of off-street

parking facilities to avoid on-street parking in the City, including, without limitation, providing passengers, visitors and their agents with maps and directions to off-street parking facilities and shall provide such maps and directions available at Licensee's office, website and included in any and all other promotional materials.

21. Waterfront Small Area Plan Implementation.

At such time as the City implements the proposed waterfront and flood mitigation improvements to the area approved in Special Use Permit #2021-0001, Licensee shall remove and relocate the Tall Ship Providence, floating pier, gangway, cottages, above or below grade utility infrastructure, and any other associated structures to an interim location to be determined in consultation with the City. The relocation of the floating pier, gangway, cottages, and any other associated structures shall be for the duration of related construction activities to the satisfaction of and at no cost to the City; any property that is removed hereunder may return to Waterfront Park following completion of the proposed waterfront and flood mitigation improvements requiring the temporary removal. The timing associated with the temporary removal and relocation of the floating pier, gangway, cottages, and any other associated structures shall be mutually agreed in writing between the City and Licensee; such agreement to not be unreasonably withheld. The City will use its best efforts to provide Licensee with updates on the planning and the design of the flood mitigation improvements to be constructed on the adjacent City-owned property. If practicable given the circumstances the City will give Licensee six (6) months written notice of the City's intention to temporarily remove or relocate the floating pier, gangway, cottages, and other associated structures.

Licensee shall allow the City access to provide maintenance and enable the City to conduct any necessary preparations in the area approved in Special Use Permit #2021-0001 to facilitate design and engineering activities in the implementation of proposed waterfront and flood mitigation improvements. Licensee understands that maintenance and/or potential design and engineering activities may result in temporary or long-term disruption of its operations, including utility connections, and/or the temporary relocation of the Vessel, floating pier, gangway, cottages, and any other associated structures. It shall be the responsibility of Licensee to coordinate temporary utility service as needed

and for the relocation, either within or outside the City's jurisdiction during these time periods at no cost or liability to the City.

ATTACHMENTS

1. Special Use Permit #2021-0001

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA, a municipal corporation of Virginia	TALL SHIP PROVIDENCE FOUNDATION
By: _____ James P. Parajon City Manager	By: _____ Kathleen Seifert Executive Director
Date: _____	Date: _____
APPROVED AS TO FORM: _____ Shawn B. Lassiter Assistant City Attorney	