

**LICENSE AGREEMENT
BETWEEN THE
CITY OF ALEXANDRIA, VIRGINIA, AND
THE ALEXANDRIA SEAPORT FOUNDATION**

THIS AGREEMENT is made this 23 day of December 2020, by the City of Alexandria, a municipal corporation of Virginia ("Licensor"), and the Alexandria Seaport Foundation, a non-profit, tax-exempt organization ("Licensee").

WHEREAS, Licensee desires to operate a floating barge that will contain workshops, periodic exhibits and administrative office, permanently docked at the Alexandria Marina in the City of Alexandria, Virginia; and

WHEREAS, Licensor owns the Alexandria Marina, which is suitable for docking such a barge; and

WHEREAS, Licensor is willing to permit Licensee to use the Alexandria Marina for docking purposes and for visitor and service 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, the Licensee warrants that it is the legal owner and operator of the barge described in section 13 below (the "Barge") and is authorized to enter into this Agreement.
2. Applicability of City, State and Federal Law. This agreement is subject to title 6, chapter 3 of the Alexandria city code 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

Barge. Licensee shall permit officers and employees of the City of Alexandria charged with the enforcement of such laws to board and inspect the Barge for the purpose of enforcing such laws. Licensee hereby agrees to permit periodic inspection of the Barge by code enforcement inspectors of the City of Alexandria, and to remedy to the extent practicable all deficiencies and unsafe conditions found by such inspectors.

3. Rules and Regulations. Licensee shall comply with all applicable rules and regulations of the City of Alexandria, including the Rules and Regulations of the Alexandria Marina which are set forth in Attachment A to this Agreement and which are incorporated by reference into this Agreement as if fully set forth herein. 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 certify to the satisfaction of the Licenser that the Licensee and the Barge are covered by:
 - a. liability insurance in an amount not less than \$1,000,000 per person per occurrence and \$3,000,000 in the aggregate per occurrence which insures the Licensee against claims of personal injury and property damage arising from the negligent use or operation of the Barge by the Licensee or Licensee's agents and employees;
 - b. insurance in the amount of not less than \$1,000,000 per occurrence which insures Licensee, regardless of fault or negligence by Licensee or any agent or employee of Licensee, against claims of damage to property of the City of Alexandria caused by (i) the use or operation of the Barge by Licensee or any agent or

employee of Licensee, and (ii) any casualty or event involving the Barge, or any agent, employee, invitee or guest of Licensee; and

- c. wreck removal insurance to cover the cost of removing the Barge if it should sink or become awash, and the Licensor shall be named beneficiary of such policy.

Licensee agrees to maintain such insurance coverage throughout the term of this agreement, and to furnish evidence to the Licensor of such coverage prior to the effective date, and throughout the term, of this agreement. In addition, Licensor shall be named on the liability insurance policy required by subsection (a) 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 the Licensor 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 Barge while located within or approaching or departing the Alexandria Marina, except to the extent such injury or damage is caused by the negligence of the Licensor or its officers or employees.

- 6. Waiver of Licensor's Liability. By executing this Agreement, Licensee expressly acknowledges and agrees that the Licensor 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 Barge or while at or on the Alexandria Marina, or for any property damage to Licensee's Barge

sustained while the Barge 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 Licensor or its officers or employees.

7. Grant and Term of License.

- a. In exchange for the consideration described herein, Licensor grants permission to Licensee to dock the Barge at a berth ("Berth") located at 3 E Thompsons Alley in the Alexandria Marina and shown on the attached plat (Attachment B).
- b. The term of this license shall be five (5) years, from January 1, 2020, through December 31, 2025.
- c. Licensee hereby certifies that it has obtained permission from the U.S. Army Corps of Engineers and the National Park Service to permanently dock the Barge at the Berth, which is located in waters owned by the government of the United States. Attached hereto as Attachment C is a copy of the project authorization issued for Project No. 97-1677 by the U.S. Army Corps of Engineers (Norfolk Division, Northern Virginia Regulatory Section) and dated November 13, 1997. Attached hereto as Attachment D is a copy a letter from the National Park Service, dated December 10, 1997, granting to Licensee permission to dock the Barge at the Berth. In the event that either of these authorizations is revoked or terminated during the term of this Agreement, Licensee (i) shall immediately notify Licensor in writing, (ii) shall immediately remove the Barge from the Berth and (ii) shall be considered in default, entitling Licensor to terminate the Agreement in accordance with the provisions of section 10, below.

8. License Fee. Licensee shall pay to Licensor a license fee in the amount of \$50 on January

1, 2020 for berthing the Vessel at the Alexandria Marina in exchange for use of the Berth for the term of this Agreement.

9. Limitations upon use of Berth.

- a. Use of the Berth shall be dependent upon the scheduling of waterfront activities, dredging, pier construction and other waterfront construction and harbor improvements by the Licensor.
- b. Licensee and the Director or Designee of Licensor's Department of Recreation, Parks and Cultural Activities shall confer on the scheduling of visiting vessels and waterfront activities on January 15, April 15, July 15 and October 15, or on other dates within five (5) days of such dates as shall be mutually agreeable. During the period subsequent to such conference, Licensor shall give Licensee written notice of all changes, additions and deletions to its schedule as soon as they are determined. Licensee shall give Licensor written notice of all classes, meetings or other special events that will or are likely to attract a substantial crowd. For the purposes of this section, a substantial crowd shall be defined as more than 100 people in any three-hour period. Additional conferences concerning scheduling may be held at mutually agreeable times.
- c. No alcoholic beverages shall be served aboard the Barge at functions open to the general public without first obtaining the necessary permits/licenses from applicable governing authorities.

10. Assignment. This license may not be assigned by the Licensee without the consent of Licensor, which consent may or may not be granted at the Licensor'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 Licensor. Notwithstanding the above, Licensor 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 Barge. Licensor shall also have the right to terminate this Agreement, effective immediately, if Licensee fails to maintain all of the types of insurance required by section 4 of this Agreement.

12. Removal. If this license is terminated, Licensee shall immediately remove the Barge from and cease utilizing the Berth and any alternate docking facility owned by Licensor. If it becomes necessary for Licensor to remove or cause the removal of the Barge through any legal proceeding, or otherwise, then the Licensor 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 Barge, and such liability shall be joint and several.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

14. Description. The Barge is floating platform 42 feet in length and 30 feet in width. It is 20 feet tall at its highest point, and 15 feet tall measured to the midpoint of the eave.

15. Use of Barge. The Barge shall be used solely and exclusively as a museum illustrating the City of Alexandria's maritime history, as the site for classes and workshops on wooden boat-building and related maritime activities, and as the site for classes and

administrative office. Licensee may operate an Alexandria Seaport Foundation informational center and gift shop on the Barge in conjunction with the museum.

16. Fuel. The Barge 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 Barge 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 Alexandria Marina. Licensee shall require all vendors and service personnel who supply goods or render services to the Barge, or who engage in any activity related to the use or maintenance of the Barge, to use the loading zone in Thompson's Alley and to make every effort to avoid use of the walkways and deck adjacent to the Torpedo Factory and Food Court buildings for such activities.
- b. At all times, Licensee shall maintain the Barge 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 clutter, excessive noise, foul odors, the accumulation of litter or debris on the shore areas adjacent to the Berth, the Founders Park piers or in the waters adjacent to the Berth, or such other conditions which the Licensor may, in its sole discretion, deem inconsistent with the use and enjoyment of the Alexandria Marina. No music, amplified sound, machine noise or any other noise from the Barge shall be audible at North Union Street at any time.
- d. Licensee shall restrict the hours when facilities on the Barge are open to the

public daily from 9 a.m. to 9 p.m. to accommodate classes or meetings. By written mutual agreement between the Licensee and the Director or Designee of Licensor's Department of Recreation, Parks and Cultural Activities, the Licensee may remain open beyond 9 p.m. for special activities. Licensee will instruct its employees, invitees and guests to refrain from using lavatory facilities located in the Torpedo Factory and office buildings in the vicinity of the Barge. The Licensee's employees, invitees and guests will receive access to the City Marina Boater restrooms under the Chart House.

- e. Licensee shall not place any signs, advertisements or notices of any nature, on any part of the exterior portion or any bulkhead, window or door of the Barge, or on any part of the dock of the Alexandria Marina, without Licensor's consent and without such sign, advertisement or notice complying with all applicable law, including the City of Alexandria Zoning Ordinance, which shall be deemed applicable to the Barge for the purposes of this section.
- f. No more than 50 persons may occupy the Barge at any one time.
- g. Licensee shall undergo a crime prevention survey by the Alexandria Police Department within 15 days of the date that this Agreement is finally executed, or by such other date as may be mutually agreed upon by the parties to this Agreement, and shall implement all crime prevention procedures and devices recommended in the survey report.
- h. Licensee may make available, for use by the general public, traditionally designed rowing and small sailing boats. Such boats may be made available on a rental basis or for use in programs offered to the general public by Licensee. In making

such boats available for use, Licensee shall adhere to the Safety Procedures for Small Boats Operating from the barge, a copy of which is attached hereto as Attachment E.

- i. If the Barge is closed to the public for more than 30 consecutive days, Licensee shall notify Licensor in writing of the reason for the closure and the anticipated date when the Barge will reopen. Licensor may require removal of the Barge to another berth within the Alexandria Marina if the Barge is closed to the public for more than 30 consecutive days during the period of July 1 through September 30.
- j. Licensee may display brochures and informational material about programs and facilities available on the Barge, and about the Alexandria Seaport Foundation, in the brochure rack located on the Torpedo Factory North Pier.

18. Utility and Service Cost.

- a. Licensee shall pay the actual cost of all utilities consumed or utilized by the Barge, with the exception of water. If Licensee is not billed directly by the utility, Licensor shall provide Licensee with invoices for quarterly utility usage, and Licensee shall pay such invoices or reimburse Licensor for such invoices, as the case may be, within 30 days of receipt.
- b. Licensee shall arrange and bear the expense of having an electric meter installed adjacent to the Berth by Virginia Power. Upon the expiration or termination of this agreement, the electric meter shall become the property of Licensor. However, if Licensor requests removal of the electric meter upon the termination or expiration of this agreement, Licensee, at its sole expense, shall remove it within 10 days of such request, or within such later time as may be prescribed by

Licensors. If Licensee fails to remove the electric meter within the prescribed time, Licensors may remove or cause the removal of the electric meter, and Licensee shall pay to Licensors all costs incurred in effecting such removal within 30 days of Licensors' provision of written notice of the costs.

- c. Licensors shall provide water to the Barge. Licensors and Licensee shall monitor water usage on a quarterly basis, for the purpose of agreeing upon the amount of water used each quarter by the Barge. In the event that agreement cannot be reached, Licensors and Licensee shall each provide a reasonable estimate of the amount of water used in a given quarter, add the two estimates and divide the sum by two. Using the rates currently charged by the Virginia American Water Company, Licensee shall calculate the amount owed for water usage each quarter and pay that amount to the Licensors' Recreation Utility Fund within 30 days of the date that this Agreement terminates.

19. Refuse. Licensee shall arrange and pay for the prompt and continuous collection and removal from the Founders Park Piers and waterfront areas adjacent to the Barge of all litter, debris and refuse generated by the Barge and its employees, agents, invitees, licensees or guests. If Licensee fails to fulfill its obligations under this section, as determined by Licensors in its sole discretion, Licensors may arrange and pay for such collection and removal of litter, debris and refuse. Licensee shall, upon demand by Licensors, reimburse Licensors for expenses incurred for such collection of refuse within 30 days of Licensee's receipt of a billing statement issued by Licensors and itemizing such expenses.

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

LICENSOR:

ALEXANDRIA SEAPORT FOUNDATION
a non-profit, tax-exempt organization

By: 

Kathy Seifert

Title: Executive Director

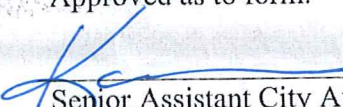
LICENSEE:

THE CITY OF ALEXANDRIA, VIRGINIA, a
municipal corporation of the Commonwealth
of Virginia

By: 

Mark Jinks, City Manager

Approved as to form:


Senior Assistant City Attorney



City of Alexandria
Department of Recreation, Parks and Cultural Activities
Marina Slip License Agreement Holder Rules and Regulations



Please read the entire license agreement; it is a legal document.

In addition to the City of Alexandria ordinances and Marina Rules and Regulations, a number of important policies have been developed regarding Alexandria Marina Boat Slip License Agreement Holders. These policies are summarized below. The City shall have the authority to interpret and enforce these rules and regulations in its best interest.

City of Alexandria Residency Policy

- (a) City of Alexandria residents will be given first priority to hold and/or obtain a boat slip lease agreement at the Alexandria Marina. Failure to maintain City residency may result in the City electing not to renew or offer a Boat Slip License Agreement.
- (b) City of Alexandria Real Estate Assessment or Voters Registration card is required to prove residency. If submitting a Voters Registration Card the applicant must also submit an original, current month electrical or gas bill for the resident address in the name of the Boat Slip License Agreement Applicant. The above-required residency materials provided are subject to verification.
- (c) Marina Slip License Agreement Holders who are unable to prove residency during the license renewal term will be given one license year (at non-resident rates) to continue docking at the marina after which time the License Agreement will not be renewed by the City and the Owner must remove their boat from the Alexandria Marina.

Utilities

- (a) The utility fee for one (1) electrical connection and one (1) water hose bib connection is included in the yearly Agreement fee.
- (b) Upon written approval of the Dockmaster use of a second electrical connection by the Agreement holder will incur an additional \$3 per day fee.
- (c) Agreement holders are not to connect to additional shore power without the written consent of the Dockmaster. The marina will, without notice, remove any unauthorized power cords and the City will not be responsible for any consequence of such removal.
- (d) UL approved cords required. Owner will connect to marina power outlet only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected.
- (e) Alterations of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system provided by the Alexandria Marina. The City shall not be responsible for electrical interruptions or power surges, or the termination of electric because of storm management procedures, or the results or damage there from.
- (f) Continuity of electrical power, where provided, is not guaranteed by City.
- (g) Cable television is not available at this time; however, Owner may use Owner's own satellite dish, as long as it is mounted on Owner's vessel.

Water Level

The City makes no representations or guarantees concerning water level and/or tidal fluctuations.