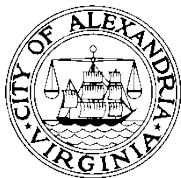


CITY OF ALEXANDRIA, VIRGINIA
Department of Recreation, Parks and Cultural Activities



VISITING SHIP DOCKING AGREEMENT

PRIDE OF BALTIMORE II
Pride of Baltimore, Inc.



DOCKING AGREEMENT

The DOCKING AGREEMENT (the “**AGREEMENT**”) is executed in duplicate this ____ day of _____, 2022 by the CITY OF ALEXANDRIA, a municipal corporation of Virginia (the “**CITY**”) and the Pride of Baltimore, Inc., a not for profit 501 c(3) organization.

1. Title

Agreement for the docking of the Pride of Baltimore, Inc. at the City of Alexandria Marina, 0 Cameron Street, from Friday, October 21, 2012 through Tuesday, October 25, 2022.

2. Purpose

The Pride of Baltimore, Inc. hereby agree as follows as it pertains to the docking of the Pride of Baltimore II at the City of Alexandria Marina, 0 Cameron Street, from Friday, October 21, 2012 through Monday, Tuesday 25, 2022.

3. Parties

Pending City Council approval, this Agreement is by and between the City, through its Department of Recreation, Parks and Cultural Activities and the Pride of Baltimore, Inc. By executing this Agreement, the City and the Pride of Baltimore, Inc. acknowledge that the City and the Pride of Baltimore, Inc. abide by the docking arrangements as identified in section 4. below.

4. Responsibilities

a. Pride of Baltimore, Inc.

- i. Pride of Baltimore II will arrive on Friday, October 21, 2022 and depart Monday, October 24, 2022.
- ii. Provide free deck tours to the general public on Friday, October 21, 2022, Saturday, October 22, 2022 and Sunday, October 23, 2022.
- iii. Provide a tour schedule to RPCA by or before Friday, October 14, 2022 for the promotion of free tours to the public.

- iv. Provide the City of Alexandria the option of programming a free dockside reception for economic development or tourism opportunities.
- v. Provide the City of Alexandria City Youth Organizations, in coordination with the Department of Recreation, Parks & Cultural Activities, the option of scheduling sails between 4-6 pm each day.
- vi. May sponsor vessel tours, donor appreciation parties, dockside events or day sails for a fee in an attempt to raise funds outside of posted free public tours.
- vii. May sell merchandise on Friday, October 21, 2022 through Sunday, October 23, 2022 provided that Pride of Baltimore, Inc. shall be responsible for setting up and removing the vending site, providing manpower, tables and anything else necessary for selling merchandise. Pride of Baltimore, Inc. shall obtain permission from the Dockmaster regarding the location where the merchandise will be sold if not on the vessel or the G/H Pier Head. Pride of Baltimore, Inc. may keep the proceeds of sales of its merchandise, however Pride of Baltimore, Inc. shall be responsible for obtaining any and all local and state permits applicable for selling merchandise and provide copies of permits to the Dockmaster.

b. CITY

- i. Provide docking space, including utilities, on the G/H T-Head Pier from Friday, October 21, 2022 through Monday, October 25, 2022.
- ii. Provide a waiver of all docking fees, including utilities, while docked on the G/H T-Head Pier.
- iii. Provide dock security consistent with current security protocol at the docking space.

5. Indemnification and Assumption of Risk

- a. The Pride of Baltimore, Inc. agrees to indemnify, defend and hold harmless City and its agents, officials and employees from all suits, actions, causes of actions, omissions, damages, claims, losses, liability, costs and expenses (including court costs and attorney's fees), resulting from or arising out of any bodily injury, death or property damage (including injury, death or property damage or other losses sustained by City or any of its officials, employees or agents) caused in whole or in part by any negligent act or omission of the Pride of Baltimore, Inc. or its agents relating to or involving performance of responsibilities described in section 4. above.
- b. The Pride of Baltimore, Inc. accepts all risks associated with all labor, work, materials, accidents, liabilities, claims or resulting actions associated with performance of the responsibilities described in section 4. above, except and to the extent resulting from negligent acts or omissions of City.

6. Changes to the Agreement

Changes to this Agreement are not binding unless in writing and signed by all parties as provided in section 8.

7. Term of Agreement

- a. This Agreement shall be effective Friday, October 21, 2022 through Monday, October 24, 2022.
- b. Termination of this Agreement or a violation of the conditions as described in Section 4. above shall disqualify the Pride of Baltimore, Inc. for a fee waiver.
- c. This Agreement represents the entire and final Agreement by and between the City and the Pride of Baltimore, Inc.

8. Changes & Revisions

Unless otherwise designated, all changes or revisions to this agreement shall be sent to the City in writing and delivered as follows:

If to the City:

Department of Recreation, Parks and Cultural
Attn: Jack Browand, Deputy Director
1108 Jefferson Street
Alexandria VA 22314
jack.browand@alexandriava.gov

If to the Pride of Baltimore, Inc.:

Pride of Baltimore, Inc.
Attn: Erica Denner
841 E. Fort Ave. #352
Baltimore, MD 21230
erica@pride2.org

We, the undersigned, agree to the terms and conditions set forth above in the Agreement:

Approval as to Form:

Karen Snow, Senior City Attorney

James F. Parajon, City Manager
City of Alexandria

Date

Jeff Buchheit, Executive Director
Pride of Baltimore, Inc

Date