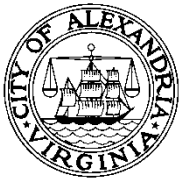


CITY OF ALEXANDRIA, VIRGINIA
Department of Recreation, Parks and Cultural Activities



VISITING SHIP DOCKING AGREEMENT
SCHOONER VIRGINIA
VIRGINIA MARITIME HERITAGE FOUNDATION



DOCKING AGREEMENT

The DOCKING AGREEMENT (the “**AGREEMENT**”) is executed in duplicate this ____ day of _____, 2014 by the CITY OF ALEXANDRIA, a municipal corporation of Virginia (the “**CITY**”) and the VIRGINIA MARITIME HERITAGE FOUNDATION, a not for profit 501 c (3) educational organization (“**VMHF**”).

1. Title

Agreement for the docking of the Schooner VIRGINIA at the City of Alexandria Marina, 0 Cameron Street, from Friday, April 11, 2014 through Monday, April 14, 2014.

2. Purpose

The Virginia Maritime Heritage Foundation hereby agree as follows as it pertains to the docking of the Schooner VIRGINIA at the City of Alexandria Marina, 0 Cameron Street, from Friday, April 11, 2014 through Monday, April 14, 2014.

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 VMHF. By executing this Agreement, the City and the VMHF acknowledge that the City and the VMHF abide by the docking arrangements as identified in section 4. below.

4. Responsibilities

a. VMHF

- i. Schooner VIRGINIA will arrive on Friday, April 11, 2014 and depart during the evening of Monday, April 14, 2014.
- ii. Provide free deck tours to the general public on Saturday, April 12, 2014 and Sunday, April 13, 2014.
- iii. Provide a tour schedule to RPCA by or before Tuesday, April 1, 2014, for the promotion of free tours to the public.

- iv. Provide the Alexandria Seaport Foundation with the opportunity to use the Schooner for dockside educational programs or under way day sails. This agreement does not provide authorization for the Alexandria Seaport Foundation to schedule donor appreciation parties.
- v. Provide the City of Alexandria the option of programming a dockside reception for economic development or tourism opportunities.
- vi. Provide 100% reimbursement for direct costs incurred by the City.
- vii. Will not seek to offer vessel tours, donor appreciation parties, dockside events or day sails for a fee or in an attempt to raise funds.
- viii. May sell merchandise on April 12, 2014 and April 13, 2014 provided that VMHF shall be responsible for setting up and removing the vending site, providing manpower, tables and anything else necessary for selling merchandise. VMHF shall obtain permission from the Dockmaster regarding the location where the merchandise will be sold if not on the vessel. VMHF may keep the proceeds of sales of its merchandise, however VMHF 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, April 11, 2014 through Monday, April 14, 2014.
- 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.

5. Indemnification and Assumption of Risk

- a. The VMHF 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 VMHF or its agents relating to or involving performance of responsibilities described in section 4. above.
- b. The VMHF 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 April 11, 2014 through April 14, 2014.
- b. Termination of this Agreement or a violation of the conditions as described in Section 4. above shall disqualify the VMHF for a fee waiver.
- c. This Agreement represents the entire and final Agreement by and between the City and the VMHF.

8. Notice and Payment

Unless otherwise designated in writing, all notices, waivers and payments required or permitted under 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, Division Chief
1108 Jefferson Street
Alexandria VA 22314
jack.browand@alexandriava.gov

Unless otherwise designated in writing all notices required or permitted under this Agreement shall be sent to Rivergate in writing and delivered as follows:

Virginia Maritime Heritage Foundation
Attn: Henry E. Moseley, Captain
500 East Main Street, Suite 600
Norfolk, Virginia 23510
hank@schoonervirginia.org

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

Rashad M. Young, City Manager
City of Alexandria

Date

Henry E. Mosley, Captain, Schooner Virginia
Virginia Maritime Heritage Foundation

Date