

AGREEMENT

This AGREEMENT is entered into on this 3rd day of May, 2023, by and between the TOWN OF JAMESTOWN, the "TOWN", and CONANICUT MARINE SERVICES, INC., D/B/A JAMESTOWN NEWPORT FERRY a Rhode Island corporation, hereinafter called "CMS".

Therefore, it is hereby agreed by and between the parties hereto as follows:

1. The TOWN hereby grants to CMS, a license for overnight dockage that portion of the South side of the concrete float located in East Ferry, Jamestown, Rhode Island, for vessels ("Katherine" and "Jamestown") owned and operated by CMS, such license to commence on March 31, 2023 to and including December 31, 2023.
2. CMS agrees to pay, an annual license fee to the TOWN in the amount of Nine Thousand Four Hundred Fifty Dollars (\$9,450.00) for the use of the South side of the concrete float located in East Ferry for Vessel "Katherine" (42' LOA at \$225.00 per foot*). *NOTE: Conanicut Marine Services, Inc. (CMS) has the option to dock the vessel "Jamestown" (39.5' LOA) in place of "Katherine", however, CMS will pay the lease amount based on the longer vessel "Katherine". CMS shall make all such payments to the TOWN and mail such payment to Town of Jamestown, 93 Narragansett Avenue, Jamestown RI 02835.
3. The TOWN hereby grants to CMS, a license for overnight dockage limited to one night per week except during Folk and Jazz festivals when Thursday, Friday, and Saturday nights are included, that portion of the South side of the woodpile pier and adjacent concrete float located in East Ferry, Jamestown, Rhode Island, for the vessel ("Coastal Queen") owned and operated by CMS, such license to commence on March 31, 2023 to and including December 31, 2023.
4. CMS agrees to pay, upon signing the AGREEMENT an annual license fee to the TOWN in the amount of Two-Thousand Five Hundred Sixty-Five Dollars (\$2,565.00) for the use South side of

the wood pile pier and adjacent concrete float located in East Ferry for Vessel "Coastal Queen" (57' LOA at \$45.00 per foot) CMS shall make all such payments to the TOWN and mail such payment to Town of Jamestown, 93 Narragansett Avenue, Jamestown RI 02835.

5. The TOWN agrees to allow CMS to "land" its vessels "Katherine", "Jamestown" and "Coastal Queen" at the concrete float for the purposes of loading and unloading passengers according to its scheduled routes.
6. The TOWN agrees to allow CMS to "land" its vessel "Coastal Queen" on the concrete float for the purposes of loading and unloading its passengers as part of a tour or event limited to one evening per week except during Folk and Jazz festivals when Thursday, Friday, and Saturday nights are included, and as scheduled with the Harbor Master.
7. CMS agrees to pay for any damages to the facility above general wear and tear. However, CMS shall not be obliged to repair any damage caused by agents or servants of the TOWN. The TOWN shall have the right to make any final determination as to whether any necessary maintenance or repairs arises out of or in connection with CMS's use and any such maintenance or repairs will be made by CMS forthwith.
8. CMS shall keep the facilities used by CMS and CMS's staff, crew and passengers in connection with this AGREEMENT, clean and free of refuse during the continuance of this AGREEMENT.
9. CMS is authorized to erect a simple sandwich board identifying the dock as a place of business of the "Jamestown Newport Ferry". Location to be determined by the Harbor Master as to not obstruct pedestrian traffic. The existing archway sign may remain in place until the expiration of this agreement.
10. CMS is authorized to erect a simple tent no larger than 8' by 8' and single podium. Location to be determined by the Harbor Master as to not obstruct pedestrian traffic.
11. INDEMNITY: CMS agrees that it shall, at all times, defend, protect and save, hold harmless and indemnify the TOWN, their agents, servants and employees against and from: (1) any penalty,

damages or charges, including attorney's fees for any violation of any law or ordinance whether occasioned by negligence of CMS, or of CMS's members, agents, employees, servants, invitees, visitors, patrons or crew; (2) all claims, including bodily injury and death, loss, costs, damages or expenses including attorney's fees arising out of or from any act or negligence of CMS, or of its members, agents, employees, servants, invitees, visitors, passengers, patrons or crew; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of CMS in any respect to comply with and perform all the requirements and provisions of this AGREEMENT.

12. WAIVER: The failure of the TOWN to insist in any one or more instances upon the strict and literal performances of any of the provisions, terms, or conditions of this AGREEMENT will not be construed as a waiver for the future.

13. LIABILITY INSURANCE: CMS at its sole expense shall provide certificates of liability insurance running to the benefit of both itself and the TOWN for bodily injuries, including death, on a primary and non-contributory basis in the sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) for one person, and FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) for any one accident and ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for property damage for any one accident; and shall furnish certificates of said insurance to the TOWN at the commencement of this AGREEMENT, and upon any renewal thereof and as the TOWN may otherwise require. Said certificate shall name TOWN as an additional insured on the policy and shall provide a waiver of subrogation. Such insurance shall cover personal injuries or property damage to any and all employees of CMS and any and all members, agents, patrons, guests, servants, invitees, visitors, or passengers of CMS. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of general liability insurance in Rhode Island.

14. If CMS shall fail to comply with any provisions of this AGREEMENT the TOWN, or any duly

constituted agent or servant of the TOWN shall give notice to CMS in writing, directed to the principal office of CMS, at 20 Narragansett Avenue, Jamestown, Rhode Island, 02835 or to its attorney for service of process, of such failure or if life or property are in immediate jeopardy, by telephone to CMS. Notwithstanding the above, where an imminent threat to life exists, the Jamestown Harbormaster may require CMS to perform such acts to eliminate the threat. If CMS shall fail to correct such failure within two business days, or in the case of imminent jeopardy to life or property immediately, then the TOWN shall be entitled to declare this AGREEMENT terminated.

15. All notices required to be given by CMS to the TOWN shall be addressed to Town Administrator, 93 Narragansett Avenue, Jamestown, Rhode Island 02835, and any notices from the TOWN to CMS shall be addressed to CONANICUT MARINE SERVICES, INC., 20 Narragansett Avenue, Jamestown, Rhode Island 02835 or to such other addresses as the parties hereto may provide previous notice of.

16. By signing this agreement, CMS understands and acknowledges that this agreement is not transferrable.

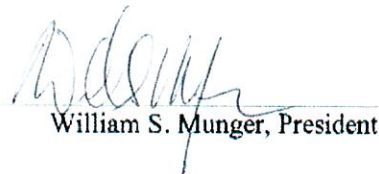
17. The parties acknowledge that there is an ongoing dispute with respect to rights relative to the subject premises and each party to this Agreement reserves any and all rights with respect to that dispute concerning any and all rights to the area subject to this Agreement.

WITNESS:

CONANICUT MARINE SERVICES, INC.



By:


William S. Munger, President

TOWN OF JAMESTOWN

By:

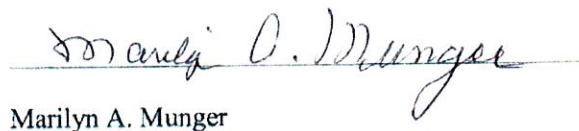

Edward A. Mello, Interim Town Administrator
(Duly Authorized by Jamestown Town Council)

**CORPORATE
CERTIFICATE OF AUTHORITY**

I, Marilyn A. Munger certify that I am the Secretary of CONANICUT MARINE SERVICES, INC. the corporation described in and which executed the foregoing instrument with the City of Newport : that the said corporation is organized under the laws of the State of Rhode Island that William S. Munger who executed said instrument as the President of said corporation was then President of said corporation and was duly authorized to execute said instrument on behalf of said corporation: that I know the signature of said William S. Munger and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation the 3 day of May, 2023.

SIGNED


Marilyn A. Munger

