

RESOLUTION NO. __
April 16, 2024

A RESOLUTION TO APPROVE A SUB-LICENSE AGREEMENT FOR DOCK SPACE

WHEREAS, the City of Hudson Local Waterfront Revitalization Plan calls for increased access and enhanced recreational uses of the waterfront, and

WHEREAS, the City of Hudson has entered into a License Agreement with Hudson Sloop Club, Inc., to manage the city docks for the 2024 season; and

WHEREAS, the License Agreement requires City approval for any sub-license agreement; and

WHEREAS, Hudson Sloop Club has proposed the attached Sub-License Agreement with Schooner Apollonia for the long-term (April 26 through October 31, 2024) use of a portion of the dock space for a fee of \$3,200.00 plus cost of power used,

NOW, THEREFORE BE IT RESOLVED that the Common Council approves the proposed Sub-License Agreement between Hudson Sloop Club, Inc. and Schooner Apollonia and authorizes the Mayor to execute the same.

Introduced: _____

Seconded: _____

Approved: _____
Kamal Johnson, Mayor

Dated: _____

2024 City of Hudson Docking Contract

HUDSON SLOOP CLUB, INC. (HSC) manages the docks for the City of Hudson ("City") and coordinates the use of the City docks by commercial and nonprofit entities for the benefit of the City. By signing this agreement, the boat owner identified in the Vessel Information, (hereinafter "Sub-Licensee"), agrees to the terms and conditions set forth below for the use of the City dock.

Vessel Information

Name of owner: Schooner Apollonia
Name of boat(s): S/V *Apollonia*
Address: 441 RT 66, Hudson, NY 12534
Contact: Sam Merrett, Captain
Telephone: (440) 242-1991
Email: sam@schoonerapollonia.com

Dock Information

Dock space: A-3, 64'
Date(s): April 26, 2024 - October 31, 2024
Fee: \$50/ft Seasonal Rate = \$3,200.00 + power as used, billed monthly direct from HSC

Program Information: The Sub-Licensee will participate in community programming whenever possible continuing the relationship with Waterfront Wednesdays, the Sankofa Hudson Black Arts & Cultural Festival and working to build new relationships; offer public tours and sunset cruises mostly Friday to Sunday; private charters will be available to groups 7 days a week with discounted pricing for school groups, camps, churches and nonprofits ("Programs").

Use of Dock: The use of the dock is limited to the docking of the above-listed boat(s) and for the embarking and disembarking of passengers while participating in Programs. Unless authorized in writing by HSC, the dock may not be used for the loading of freight or supplies and materials may not be stored on the dock or City park property. Best environmental practices must be observed for any maintenance work performed while dockside. Boat owners are responsible for complying with all applicable laws and regulations. Boat owners are responsible for ensuring that all employees, customers, guests and invitees behave in a lawful and responsible manner and do not engage in any nuisance behavior with respect to other boats or persons on the City Dock.

Garbage Disposal: The Sub-Licensee shall be responsible for their own garbage collection and may not deposit garbage in any dumpster or receptacle in the City except for designated receptacles provided by HSC.

Sewage and Fuel: Sewage pump-out facilities and fuel loading facilities are not available at the City Dock. The Sub Licensee pump-out sewage and load fuel at a separate facility and not on City park property.

Insurance: Sub-Licensee shall provide proof of \$1,000,000 per occurrence and \$2,000,000 in the aggregate general commercial liability insurance policy, and equivalent maritime liability insurance. Sub-Licensee shall provide certificates of insurance naming Hudson Sloop Club, PO Box 416, Hudson NY 12534 and the City of Hudson, 520 Warren St, Hudson, NY 12534 as additional insureds. Such insurance policy must:

- Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed in New York State.
- State that the organization's coverage shall be primary and noncontributory coverage for the City, its Board, employees and volunteers.
- The City shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of

the endorsement must be attached to the certificate of insurance.

- The permittee agrees to indemnify the City for any applicable deductibles and self-insured retentions.
- At the HSC's request, the Sub-Licensee shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Sub-Licensee will provide a copy of the policy endorsements and forms.

Hold Harmless: The Sub-Licensee does hereby covenant and agree to release and hold harmless the City of Hudson and HSC from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of participation by the public in any Schooner Apollonia Program. The Sub-Licensee understands participation by the public in Schooner Apollonia Programs can involve risks of physical injury and the Sub-Licensee assumes these risks.

**SUB-LICENSEE
SCHOONER APOLLONIA**

Name: _____

Signature: _____

Date: _____

**LICENSEE
HUDSON SLOOP CLUB**

Name: _____

Signature: _____

Date: _____

**OWNER
CITY OF HUDSON**

Name: _____

Signature: _____

Date: _____