

BELLE OF LOUISVILLE/ MARY M MILLER
CHARTER AGREEMENT

This Charter Agreement is between **WATERFRONT DEVELOPMENT CORPORATION**, Agent for Louisville/Jefferson County Metro Government (hereafter “WDC” or “we”); in the operation of the Belle of Louisville (hereafter “Belle”) and the “Mary M. Miller” (hereafter “MM”) (collectively, referred to as “Vessels”) and Dr. Jason Radford for North Oldham Middle School (hereafter “charterer “or you”). This Agreement is between WDC and Charterer alone. It does not benefit your guests or anyone else.

1. Charter Summary: Charterer has agreed to hire the “ Belle of Louisville ” for a cruise as follows:

Date of cruise: 05/23/2024

Boarding: 10:15am

Cruising: 10:45am-12:45pm

Passenger count: 275

Location: Fourth Street Wharf

Charter fee: \$4,500

Other fees: \$1,300

Tax & Handling: \$0

Total: \$5,800

NON-REFUNDABLE DEPOSIT - First deposit due: 10/23/2023

Amount owed: \$1,500

Second payment due: 01/24/2024

Amount owed: \$2,150

Payment in full due: 03/25/2024

Amount owed: \$\$2,150

POLICY: SMOKING IS NOT PERMITTED ANYWHERE ON THE VESSEL.

POLICY: NO FOOD OR BEVERAGES ARE PERMITTED TO BE BROUGHT ONBOARD. CATERERS MUST BE PREARRANGED WITH YOUR SALES REPRESENTATIVE.

- 2. Reservation and Deposits:** Your Charter reservation is not confirmed until WDC receives the full charter deposit amount, as set forth in the Charter Summary above, the evidence of insurance coverage as set forth in section 13 of this agreement and WDC receives and accepts the signed Charter Agreement. If WDC receives another request to Charter the Vessel prior to that time, we will try to contact you. If we cannot get your confirmation, including the deposits and signed and accepted Charter Agreement, we are free to charter the Vessel or portion of the Vessel to someone else.
- 3. Charter Contact Person** must ride the cruise or appoint a contact person to ride the cruise. The sales representative must know who this person will be. The contact person must arrive before passengers are boarded. The contact person must identify themselves to the First mate as the contact and provide a cell phone number for contacting the person during the cruise.
- 4. Cancellation:** Should WDC receive a written cancellation notice from the Charterer less than 180 days before the event, WDC shall retain the full charter rental fee. If Charterer cancels 60 days or less before the event, Charterer shall be liable for the full amount of the charter fees and services listed
- 5. Payments:** If the Charter price is based on current prices and the estimated number of guests you provided, then WDC reserves the right to charge fees and prices in effect at the time of cruising. A final guaranteed guest count applies to all services including beverage and meal service upgrades. If a final guaranteed guest count is not received 14 days or more prior to the event, the latest guest estimate as it appears above shall apply as the final guaranteed guest count. Should Charterer request any menu changes less than 14 days prior to sailing, Charterer agrees to pay the full cost of any such changes as billed to Charterer by WDC. Our gangway count at departure will be final and, if greater than the final guaranteed guest count, will be the basis for additional guest charges. **If Charterer cancels after date of the final guaranteed guest count, Charterer will have to pay the full Charter fees, including any deposit amount, based on the final guaranteed guest count, the final payment will be due 60 days before cruise date.** Payment must be in the form of an approved company check, cashier's check, certified check, travelers check, credit card or cash. With respect to Entertainment charges, Charterer agrees also to pay a 50% cancellation fee should Charterer choose to cancel any entertainment order less than 60 days prior to sailing. Charterer must pay for additional guest or additional services requested during the cruise prior to cruise departure.
- 6. Captain Controls Navigation: The Captain has total control of the navigation of the Vessel and the route taken.** WDC does not have any control over fog, river conditions, storms, weather, strikes, accidents, and civil disturbances, acts of terrorism, breakdowns, or government requirements. If WDC does not perform the cruise for these listed reasons, or if the Captain deems it necessary to end the cruise in the interest of safety to the crew, Vessel or guests, Charterer agrees that under all such circumstances the only remedies Charterer has are those set forth in the performance paragraph below and that Charterer will not make any further claim for general, consequential or any other damages resulting from such occurrences.
- 7. Homeland Security Requirement:** The following cannot be brought on board: weapons or other dangerous devices or substances, illegal drugs, mace or pepper spray, beverages,

bottles, cans, coolers, or non-service animals. All parcels, packages, vendors and passengers' belongings are subject to a visual inspection as a condition of boarding. Non-inspected material may not be boarded on Vessel.

8. Performance: If the Vessel does not cruise for reasons listed in paragraph 6 of this Agreement, and the event can continue dockside, the charterer will be refunded 25% of the cruising fee only. If for any reason we do not provide the Vessel selected by the Charterer, WDC may provide one or more other Vessels that are Coast Guard Certified to carry the same number of guests. If WDC fails to provide the Vessel selected by the Charterer or a replacement vessel or vessels or the event must be canceled altogether for any reason by WDC, WDC will refund 100% of the deposit or Charter fees you have paid, but WDC will not have any other obligations to do anything more. In this event, Charterer agrees not to demand that WDC pay anything more than the deposit and Charter fees that Charterer has paid in advance and that Charterer will not make any claim for general, special, consequential or any other damages because WDC is unable to provide the Vessel requested, a replacement Vessel or Vessels, or has to cancel the event altogether.

9. Service Charge: A service charge may be charged based on the food, beverage and other related services described in this contract.

10. Guest Comfort and Safety: Charterer may not have more guests on the cruise than the Vessel is certified for. Parents, faculty or staff members must accompany groups under 18 years old. WDC reserves the right to require Security at an additional cost to Charterer. We reserve the right to increase security requirements that may include extra security and the use of metal detectors. Adults must accompany children under 14. **United States Coast Guard regulations govern the maximum number of wheelchairs that we can accommodate. The wheelchair limit is 4 and for each additional wheelchair the charterer must have two (2) able bodied passengers to help evacuate in case of emergency. The Charterer must let us know in advance if any of the guests require special care, including wheelchair access. The Captain of the vessel can at any time refuse to allow any guest or other person to remain onboard whose present behavior is disruptive toward other passengers and guests or whose behavior is unsafe or dangerous to himself or others in the sole and absolute discretion of the Captain.**

11. Conduct Aboard the Vessel: No alcoholic beverages are to be served other than by our crew. No one under 21 will be served alcoholic beverages and no member of your group shall provide alcoholic beverages to anyone under the age of 21. Charterer agrees that no one acting for Charterer and none of Charterer's guests will bring alcoholic beverages, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Vessel. If anybody in your group brings aboard any of the above items, Charterer agrees that Charterer is solely responsible for any damage that results. If any of the items listed above are brought on board, WDC may confiscate them. Charterer agrees that Charterer will not allow any form of illegal gambling aboard the Vessel. If there is any rowdyism, misconduct, possession or use of forbidden items listed above or illegal gambling by the Charterer's guests, the Captain can choose to immediately end the event, and Charterer will still have to pay the full fees for the Charter. WDC may also set forth general rules for proper onboard behavior that the Charterer's guest must obey or the event may be cancelled.

12. Damage to Vessel, Equipment and Facilities: Charterer agrees to pay the replacement cost of any property on the Vessel or equipment that is damaged lost or stolen, to pay the cost of repairing any damage to the Vessel, equipment or facilities, and to pay any clean-up costs (beyond the normal clean-up) which result from any act or omission by you or those acting for you or your guests. Within 10 days of the end of the cruise, WDC will refund any part of the damage deposit we do not have to use. If you owe more than the damage deposit amount as a result of damage caused by you or your guests, you must pay WDC that additional amount within 7 days of WDC billing you and pay any interest at the maximum rate allowed by law on any such unpaid amount after 7 days.

13. Liability Insurance: Charterer and Charterer's subcontractor(s) must have liability insurance as provided in this paragraph. Charterer's subcontractor(s) can provide WDC with a copy of their current General Liability Insurance so long as it satisfies the requirements set out in this paragraph. If Charterer's subcontractor(s) do not have insurance that meets the requirements set out in this paragraph, they should check with their insurance agent. The minimum acceptable limits for the Commercial General Liability shall be \$1,000,000 per occurrence with \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. The Workers' Compensation coverage (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 shall be for statutory limits with minimum Employers' Liability limits at \$100,000 each accident/\$500,000 disease-policy limit/\$100,000/\$100,000 disease each employee. WDC and the Louisville/Jefferson County Metro Government shall be named as an Additional Insured on the Charterers' and/or subcontractor(s)' Commercial General Liability policy. A Certificate of Insurance shall be issued stating the required Additional Insured status on the Commercial General Liability coverage.

14. Hiring by Charterer: Charterer agrees not to hire anyone else to perform services or sell goods in the boarding area or on board without the prior written approval of WDC which WDC has the absolute right to withhold. Anyone that Charterer does hire with WDC approval shall work only for Charterer and any such persons are not WDC subcontractors or employees. Also, Charterer shall provide general liability and workers compensation insurance coverage as required by WDC. In that circumstance, all applicable Certificates of Insurance shall be provided 60 days prior to commencement of the event.

15. Promotional & Ticketing Materials; Liquidated Damages: Charterer is forbidden to create, give away, sell, and/or otherwise distribute tickets, passes, or other items claiming to entitle individuals to board the Vessel or otherwise participate in the cruise unless authorized in writing by WDC. Failure to comply with this requirement or any other requirement set out in this contract will result in Charterer being denied the right to charter cruises in the future, the possibility of the cruise contemplated in this Charter Agreement being canceled, and any other damages that WDC may be entitled to recover under law. Additionally, any violation of this section shall result in the forfeiture of the deposit paid to WDC per Section 1 of this Charter Agreement as liquidated damages. The parties agree that these damages are a reasonable estimate of the damage which would be caused by a violation of this section and that these damages are difficult to estimate and do not constitute a penalty.

16. No Assignment of Agreement: Charterer may not assign its rights under this agreement to anyone else and Charterer may not sub-charter the Vessel. Both Charterer and WDC agree to follow all federal, state, and municipal laws and ordinances that apply.

17. Limitation of Owners Liability: WDC has exercised reasonable care in selecting a crew and making the Vessel safe. WDC is not responsible for loss or damage to any property or for any injury suffered by Charterer, Charterer's guests or those acting for Charterer or Charterer's guests, unless it is caused by the negligent act or omission of WDC or its employees or agents acting within the scope of their employment. WDC has the right to limit its liability under certain federal and state laws and Charterer agrees that there is no personal contract between WDC and Charterer or Charterer's guests that would cause WDC to waive or lose those rights.

18. No General, Special or Consequential Damages For Nonperformance of Charter: If WDC is negligent or breaches this Charter Agreement or does anything else that Charterer claims damages Charterer or its guest as a result of nonperformance of the Charter, Charterer agrees that its sole remedy shall be a refund of the charterer Fee from WDC, and WDC shall have no further liability to Charterer or its guests for general, special or consequential damages. Further, even if Charterer claims it was WDC's fault that the Charter services were not provided, Charterer agrees that nothing more than a refund will be asked for from WDC.

19. Indemnification: Charterer agrees to fully indemnify, defend and hold harmless WDC and Louisville/Jefferson County Metro Government ("Metro Government"), and their elected and appointed officials, employees, agents and successors in interest, from any and all claims made against WDC or Metro Government as a result of acts or omissions or willful misconduct by Charterer or its guests, agents, employees, servants or subcontractors which are: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from or breach of contract, and (2) not caused by the negligent act or omission of WDC or the Louisville/Jefferson County Metro Government or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Charter Agreement.

20. Other Provisions: If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants, conditions, warranties and Agreements made and entered into by the parties hereto are declared binding on the parties and shall inure to the benefits of their respective heirs, personal representatives, successors and assigns. If there is a lawsuit arising out of or relating to this Agreement or the Charter, the losing party agrees to pay the prevailing party's attorney's fees, court costs, reasonable expenses of litigation and any other relief awarded. This Agreement has been made in Kentucky and it is agreed that Kentucky law controls the interpretation of this Agreement. In addition, any disputes not depending on the interpretation of this Agreement, shall be determined by Kentucky law and/or federal law as applicable to the water in or adjacent to Kentucky. Venue shall be in the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties to this agreement expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising there under. Service of process may be accomplished by following the procedures prescribed by law. Nothing herein contained shall

be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of a partnership or joint venture between the parties to this agreement. Each of the parties hereto agree that nothing contained in this agreement shall be deemed or construed by any of them, or by the third party, as creating any relationship of third-party beneficiary. The terms and provisions of this agreement are solely for the benefit of each of the parties hereto, the successors and permitted assigns, and shall not benefit in any manner any person not a party to this Agreement. This Agreement and the Charter Summary are the final and complete Agreement between the parties hereto. Any other prior writings or oral statement before or after this Agreement shall be merged herein. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. Neither Charterer nor WDC can change this Agreement unless both Charterer and WDC sign an amendment to this Agreement. Charterer warrants that the person who signs this Agreement for Charterer has authority to act for Charterer and bind Charterer to this Agreement.

21. Refunds: If you are due a refund refunds are processed exactly as paid. We are required to refund the same credit card(s) that were used. Credit card refunds can take 3-10 business days to process. Refunds by check can take up to 14 business days.

Dr Jason Radford for North Oldham Middle School

WDC

Charterer Name

DocuSigned by:

Signature

Dr Jason Radford for North Oldham Middle School

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Signature

DocuSigned by:

Krista Snider

55723F7E1C57490...

Printed name Jason Radford

Printed name Krista Snider

Title Superintendent of OCS

Title CEO, Belle of Louisville Riverboats

Date 10/16/2023

Date 11/13/2023