

1 **CITY OF ANNAPOLIS BOAT SHOW LEASE AGREEMENT**

2  
3 **(Spring 2016)**

4  
5 Authorized by O-29-14- -1

6  
7  
8 **THIS BOAT SHOW LEASE AGREEMENT (“Lease”)** is made this  
9 \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of  
10 Annapolis, a municipal corporation of the State of Maryland (“~~the~~ “Lessor”), and  
11 Cruisers University, Inc., a Maryland corporation, trading as Annapolis Spring  
12 Sailboat Show (“~~collectively, the~~ “Lessee”).

13  
14 **ArticleARTICLE I**

15  
16 **Section 1.1. Premises and Term:**

17  
18 ~~(a) The Lessor hereby leases to the Lessee, for the purpose of holding a~~  
19 ~~boat show and related educational seminars, those parcels of land and of water~~  
20 ~~(collectively “Premises”) described and below (collectively, the “Premises”), and as~~  
21 ~~further designated on the plat as Exhibit A, attached to and made part of this Lease~~  
22 ~~for the periods of time indicated, subject to the provisions and terms of this Lease.~~  
23 ~~The Premises and other parcels of land and water are subject to a letter agreement~~  
24 ~~(the “Letter Agreement”) among the Lessee, The National Sailing Hall of Fame~~  
25 ~~(“NSHOF”) and Chesapeake Marine Tours, Inc. (“CMT”) (DBA “Watermark”) dated~~  
26 ~~November 13, 2014 which the Lessor acknowledges and incorporates its~~  
27 ~~terms hereto and incorporated into this Lease as it affects the rights and obligations~~  
28 ~~of the parties to this Lease and to the Letter Agreement. A copy of the Letter~~  
29 ~~Agreement is attached to this Lease as Exhibit B. The Premises shall not include~~  
30 ~~the sidewalk on Dock Street between Craig Street and the State-owned property at~~  
31 ~~the end of Dock Street, which are to be left open for public access subject to the~~  
32 ~~terms of this Lease.~~

33  
34 ~~i. Charter dock Parcels 1 and 2 Water parcel from Tuesday, April 21, 2015~~  
35 ~~at 5:00 PM through Tuesday, April 28, 2015 at noon; per the Letter~~  
36 ~~Agreement, CMT (Watermark) shall have exclusive use of Charter Dock~~  
37 ~~Parcels 1 and 2 channel-ward into the Spa Creek moorings from Monday,~~  
38 ~~April 18, 2016 at 12:01 AM through Tuesday, April 21, 2015 26, 2016 at~~  
39 ~~5:00 PM.~~

40  
41 ~~ii. (Optional) Ego Alley Parcel from Monday, April 18, 2016 at 5:00 PM~~  
42 ~~through TuesdayMonday, April 27, 2015 25, 2016 at 8:00 PM. The~~  
43 ~~Lessee’s use of the Ego Alley Parcel shall be contingent on the Lessee~~  
44 ~~obtaining a signed separate agreement with CMT (defined below) in~~  
45 ~~which, during the period specified in this subsection, CMT is permitted to~~  
46 ~~use Slips 19 and 20 in exchange for the Lessee using sixty feet (60’) of~~  
47 ~~boardwalk currently leased to CMT. A copy of such separate agreement~~  
48 ~~shall be provided to the Lessor.~~

1 ii. ~~Ego Alley Parcel from Tuesday, April 21, 2015 at 5:00 PM through~~  
2 ~~Monday, April 27, 2015 at 8:00 PM; per the Letter Agreement, Lessee~~  
3 ~~shall have exclusive use of the Ego Alley parcels currently under lease to~~  
4 ~~CMT, exclusive of Slip 21, from Lessor from Tuesday, April 21, 2015 at~~  
5 ~~5:00 PM through Monday, April 27, 2015 at 8:00 PM for use in producing~~  
6 ~~the annual boat show;~~

7  
8 iii. ~~Susan Campbell Park Parcel and Dock Street Parking Parcels A, B, C~~  
9 ~~and D from Wednesday, April 22, 2015 at 7:00 AM through Tuesday,~~  
10 ~~April 29, 2015 at 5:00 PM;~~

11  
12 ~~iv-iii.~~ (Optional) Donner Parking Lot Parcel from Tuesday, April 21, 2015  
13 19, 2016 at 7:00 AM through Monday~~Tuesday~~, April 27, 2015~~26, 2016~~ at  
14 5:00 PM; The Lessee's use of the Donner Parking Lot Parcel shall be  
15 contingent on whether the Lessee is able to use the Ego Alley Parcel,  
16 specified in Section 1.1(a)(ii) above.

17  
18 v. ~~Old City Recreation Center and Parking Lot, First Floor at 9 St. Mary's~~  
19 ~~Street, from Monday, April 20, 2015 at noon through Wednesday, April~~  
20 ~~29, 2015 at 5:00 PM.~~

21  
22 ~~iv.~~ The (Optional) Newman Lot Parcel from Tuesday, April 19, 2016 at 7:00  
23 AM through Tuesday, April 26, 2016 at 5:00 PM. The Lessee's use of the  
24 Newman Lot shall be contingent on the Lessee obtaining a signed letter  
25 of permission from or a separate agreement with the owners of this  
26 Parcel (110 Compromise Street), including the adjacent boardwalk and  
27 dock (formerly, "Chandler, LLC" and/or "Fawcett's") for use of this space.  
28 A copy of such letter of permission or separate agreement shall be  
29 provided to the Lessor.

30  
31 ~~vi-v.~~ The State Dock Parcel (or the North Bulkhead City Dock Parcel)  
32 adjacent to Susan Campbell Park, from Tuesday, April 21, 2015  
33 19, 2016 at 5:00 PM through Tuesday, April 28, 2015  
34 26, 2016 at 5:00 PM loaned to the NSHOF by~~(defined below)~~ by the Lessor under the terms of a  
35 Memorandum of Understanding ~~Between~~between the State of Maryland,  
36 Department of Natural Resources, ~~The City of Annapolis, Maryland and~~  
37 ~~The National Sailing Hall of Fame the Lessor and the NSHOF~~ dated  
38 November 18, 2005 as amended by Addendum dated October 23, 2006;  
39 ~~per the Letter Agreement, CMT (Watermark) shall have exclusive use of~~  
40 ~~the City Dock North Bulkhead Parcel from Tuesday, April 21, 2015 at~~  
41 ~~5:00 PM through Tuesday, April 27, 2015 at 8:00 PM. The Lessee shall~~  
42 ~~obtain a letter of permission from the NSHOF prior to using this Parcel. A~~  
43 ~~copy of such letter of permission shall be provided to the Lessor.~~

44  
45 ~~The boardwalk around the Ego Alley and Susan Campbell Park Parcels shall~~  
46 ~~remain open to the public at all times, except for brief periods during setup and~~  
47 ~~breakdown of the event when required for public safety.~~

48  
49 vi. PG Street Compound from Monday, April 18, 2016 at 12:01 AM through  
50 Tuesday, April 26, 2016 at 5:00 PM.

1 (b) Any separate agreement(s) and/or letter(s) of permission obtained  
2 pursuant to Section 1.1(a) of this Lease, as may be needed, shall be attached to this  
3 Lease as Exhibit B upon execution and completion. Such attachment may occur  
4 after full execution of this Lease.

5  
6 (c) The Lessee shall only use the Premises for the purpose of holding a  
7 boat show (the "Show").

8  
9 (d) The Lessee shall hold the Show on the Premises only during the  
10 dates and times described above in this Section 1.1 (collectively, the "Term").

11  
12 (e) The Premises shall not be open to the public before 10:00 AM or  
13 after 6:30 PM ~~on days and dates specified for~~ during the ~~term~~Term of use herein.

14  
15 ~~Section 1.2 Revision(s) to Premises: Lessor this Lease. This time restriction shall~~  
16 ~~have the right on or before March 15, 2015, to alter the area of the Premises in~~  
17 ~~order to reflect any change in ownership or infrastructure, provided written notice is~~  
18 ~~furnished not apply to Lessee on or before March 15, 2015. Lessee shall have the~~  
19 ~~right to delete from the Premises any one or more of Charter Dock Parcel 1 and 2~~  
20 ~~and Dock Street Parcels C and D, provided written notice is furnished to the Office~~  
21 ~~of the Mayor and to the Harbormaster on or before March 15, 2015. In the event of~~  
22 ~~any change in area by Lessor or deletion of parcels by Lessee, rent shall be~~  
23 ~~adjusted accordingly. private events authorized by the Lessee.~~

24  
25 Section 1.3.2. Rent: -Base

26  
27 (a) Except as may be adjusted by Sections 1.4 and/or 2.3 of this Lease,  
28 the "Rent" shall be: ~~(A)~~ the greater of either: (i) thirty-five percent (~~30~~35%) of the  
29 Lessee's gross receipts (after ~~deducting~~deduction of admission taxes) from the  
30 Lessee's sale ~~by Lessee~~ of tickets for admission to the ~~shows for that year~~  
31 ~~(hereinafter Show during the Term of this Lease (collectively, the "Ticket Sales Base~~  
32 ~~Rent") or, (ii) Sixteen~~Fourteen Thousand One Hundred Seventy-Four Dollars  
33 ~~(\$16~~14,174.00) (hereinafter the "Minimum Base Rent" as allocated  
34 below). Payment").

35  
36 ~~\_\_\_\_\_ If Minimum Base Rent is paid,~~(b) The Lessee shall pay the Lessor the  
37 Minimum Base Rent, in full, within thirty (30) calendar days of the close of the show.  
38 Rent for the various parcels comprising the Premises shall be in the amount of  
39 Sixteen Thousand One Hundred Seventy-Four Dollars (\$16,174.00) allocated as  
40 follows:

41

42	<u>Charter Dock Parcel 1: _____</u>	<u>\$ 1,500.00</u>
43	<u>Charter Dock Parcel 2: _____</u>	<u>\$ 500.00</u>
44	<u>Ego Alley Parcel: _____</u>	<u>\$ 2,820.00</u>
45	<u>Susan Campbell Parcel _____</u>	<u>\$ 00.00</u>
46	<u>Dock Street Parcel A _____</u>	<u>\$ 2,000.00</u>
47	<u>Dock Street Parcel B _____</u>	<u>\$ 2,000.00</u>
48	<u>Dock Street Parcel C _____</u>	<u>\$ 2,000.00</u>
49	<u>Dock Street Parcel D _____</u>	<u>\$ 2,000.00</u>
50	<u>Donner Parking Parcel _____</u>	<u>\$ 1,254.00</u>
51	<u>Old City Recreation Center _____</u>	<u>\$ 2,000.00</u>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

~~City's Interest in State Dock Parcel \_\_\_\_\_ \$ 100.00~~

~~\_\_\_\_\_If Shows. If the Rent is based on the Ticket Sales Base, rather than the Minimum Payment, then the Rent is paid, Lessee shall pay be paid to the Lessor simultaneously with the Lessee's payment of the its State of Maryland admissions tax. Proof The Lessee shall also submit a copy of its Maryland State Admissions and Amusement tax report/return and such other proof of gross receipts from ticket sales shall be supplied at that time to the City of Annapolis the Ticket Sales as may be reasonably requested by the Lessor's Director of Finance in a form satisfactory to thatto: Director Department of Finance at 160 Duke of Gloucester Street, Annapolis, Maryland 21401. Copies of such payment and proof of gross receipts shall be provided to the Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401.~~

~~Section 1.4. Use of Premises: Lessee is authorized to use existing and normal ingress to and egress from the Premises, existing and normal street and harbor lighting, and existing and normal police and fire protection. Any use of facilities and services beyond what is existing and normal shall be invoiced by the City as specified in Section 1.5 below.~~

~~Use of the Old City Recreation Center shall be for administrative and educational seminar purposes only. Lessee may sell non-alcoholic beverages inside the Old City Recreation Center during hours of daily operation exclusively to seminar participants and others conducting administrative business inside the Old City Recreation Center.~~

~~Lessee shall not block access for emergency vehicles to the Susan Campbell Park Parcel or to the public walkway/boardwalk along the City Dock.~~

~~Lessee is authorized to construct, install, or erect booths, exhibits, chairs, tables, and tents in the Premises in connection with the boat show without permanently affecting the Premises. Lessee shall obtain all required temporary structures permits associated with this boat show.~~

Section 1.3. City Fees:

(a) In addition to the Rent, the Lessee shall reimburse the Lessor the sum of Zero Dollars (\$0.00) for the costs incurred by the Lessor as a result of the Lessee's use of the Premises, including, but not limited to, utilities, inspections, parking and transportation, facilities and services, trash and recycling services, police services, fire services, and other safety services (collectively, the "City Fees"). The Lessee shall pay the Lessor the City Fees, in full, at the same time the Lessee pays the Rent.

(b) Police Services: In exchange for the City Fees, the Lessor shall provide police services related to traffic control outside the Premises, security for the Lessee's office within the Premises, and liaison with the Lessee's security guards inside the Premises.

1 (c) Fire Services: In exchange for the City Fees, the Lessor shall provide  
2 fire protection as required for the Show. Following the erection of all booths and  
3 other Show structures as described in Article VII of this Lease, but before the Show  
4 opens, the parties shall meet at the Premises to assure compliance with the  
5 Lessor's Fire Department regulations and accessibility of fire lanes and turning  
6 radius. No open flame devices or running of watercraft propulsion engines shall be  
7 permitted on the Premises during the open hours of the Show.

8  
9 (d) Utilities: In exchange for the City Fees, the Lessor shall provide water  
10 and electricity as required for the Show. The Lessee, at its own expense, shall  
11 install all temporary electrical equipment, lines and devices required to provide  
12 power to the Premises in compliance with the National Electric Code and subject to  
13 electrical inspection and all required permitting by the City.

14  
15 ~~Except as permitted above for the Old City Recreation Center, Lessee is~~  
16 ~~prohibited from selling alcoholic and non-alcoholic beverages on the Premises.~~  
17 ~~Amplified music or other amplified sound is prohibited on the Premises.~~

18  
19 (e) Trash and Recycling: In exchange for the City Fees, the Lessor shall  
20 provide an adequate number of trash and recycling dumpsters outside the Premises  
21 for the use by the Lessee during the Term of this Lease, and the Lessor shall also  
22 provide for the prompt removal of all trash, refuse and recycling materials deposited  
23 into these dumpsters during the Show. The Lessee, at its sole expense, shall  
24 provide an adequate and equal number of trash and recycling containers for its use  
25 within the Premises during the Term of this Lease, shall regularly empty such  
26 containers into the Lessor-provided dumpsters, and shall also provide for the prompt  
27 removal of all such containers from the Premises after the Show.

28  
29 Section 1.4. Revisions to the Premises:

30  
31 (a) The Lessor shall have the right to decrease the area of the Premises  
32 in order to reflect any change in ownership or infrastructure, provided written notice  
33 is furnished to the Lessee on or before November 1, 2015. In the event the total  
34 Premises area (measured in square feet) is reduced by any action of the Lessor  
35 under this Section 1.4, the Rent due and payable shall be reduced in direct  
36 proportion to the reduction in total Premises area. The Lessee shall present  
37 documentation including measurements and calculations to support any claim of  
38 reduced Premises.

39  
40 (b) The Lessee shall have the right to request to decrease the area of  
41 the Premises in order to reflect any change in the Shows, provided a written request  
42 is furnished to the Lessor on or before November 1, 2015. Any such change shall be  
43 subject to the Lessor's written approval, which approval shall not be unreasonably  
44 withheld. If such a decrease is approved by the Lessor, the Lessee shall be entitled  
45 to a pro rata reduction in the Rent, but only if the Rent is based on the Minimum  
46 Payment. The Lessee shall not be entitled to a reduction in the percentage of Ticket  
47 Sales due to the Lessor if the Rent is based on such Ticket Sales.

48  
49 (c) Any increase in the area of the Premises requires an amendment to  
50 this Lease, signed by both parties.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

ARTICLE II

Section 2.1. Number of Days: The Lessor grants to the Lessee the right to add one (1) day at the end of the Show for general public admission. The Lessee shall also have the right, in its sole discretion, to reduce the number of days of the Show. The Lessee shall provide written notice of such intention no later than thirty (30) calendar days before the opening of the Show governed by this Lease.

Section 2.2. Adjustment to Rent: The Rent, but only if based on the Minimum Payment, and the City Fees shall be increased or reduced proportionately if the Lessee exercises its rights to extend or shorten the number of Show days pursuant to Section 2.1. All of the other provisions of the Lease shall remain in full force and effect.

ARTICLE III

Section 3.1. Use of the Premises:

(a) The Lessee is authorized to use existing and normal ingress to and egress from the Premises, and existing and normal street and harbor lighting, all without additional charge.

(b) Amplified music or other amplified sound on the Premises shall not exceed the maximum decibel levels specified in Chapter 11.12 of the City Code, as may be amended.

(c) The Lessee shall be prohibited from selling alcoholic and non-alcoholic beverages on the Premises during the Show.

(d) The Lessee shall submit to the City a Lessor an initial diagram of its proposed use of the Premises at least thirty (30) calendar days prior to the boat show and Show, and shall continue to submit updates of such diagram (as needed) up to the date of the opening of the Show. The Lessor shall obtain final City Lessor approval of the final (updated) diagram prior to opening the Show, which approval shall not unreasonably be withheld or delayed.

~~Section 1.5. Costs and Expenses: Lessee shall pay all costs and expenses incurred by the City as a result of Lessee's use of the Premises. Expenses may include, but are not limited to: utilities, parking and transportation, facilities and services, police services, fire services and other City services. Full cost shall be determined by the Director of Finance and invoiced post-event and shall be due and payable thirty (30) days from date of invoice.~~

Article II

~~Section 2.1.~~

Section 3.2. Pre-Show Meetings and Inspection: Prior At no additional cost to the Lessee and prior to the opening of each boat show the Show, representatives of the Lessor's Department of Neighborhood and Environmental Programs, Police Department, Fire Department, Office of Emergency Management, Harbormaster, and Department of Public Works shall inspect the Premises and nearby areas with

1 the Lessee's representative(s) to determine compliance with CityLessor  
2 requirements, and for determination of the condition of the Premises.— Written  
3 approval by representatives of these Departments is Lessor departments shall be  
4 required before the Lessee may open any boat showthe Show. The opening of the  
5 boat showShow shall not be delayed by any DepartmentLessor department whose  
6 representative is not present for ~~the~~this pre-inspection. The Lessor shall not refuse  
7 permission to open ~~either boat showthe Show~~ or any part of the showShow under  
8 this paragraphSection unless a threat to health or safety has been identified. The  
9 Lessor shall make every effort to limit that part of the boat showShow not opened in  
10 the event of such threat, and to allow the Lessee to open the closed portion of the  
11 boat showShow as soon as the threat is abated to the Lessor's satisfaction. ~~All other~~  
12 ~~federal, state, or county permits which may be required shall be the responsibility of~~  
13 ~~the Lessee.~~

14  
15 Section 2-2.3.3. Transportation: The Lessee shall prepare and submit a  
16 written "Transportation Plan" with a Parking Elementparking element to the  
17 Lessor's Director of Transportation.— at 308 Chinguapin Round Road, Annapolis,  
18 Maryland 21401, with a copy to the Lessor's Harbormaster at 1 Dock Street,  
19 Annapolis, Maryland 21401. The Transportation Plan shall address matters  
20 specified by the Lessor's Director of Transportation, and shall be submitted to that  
21 director no later than April ~~4, 2015~~15, 2016. Except for public ways within the  
22 Premises, the Transportation Plan shall not provide for the closure of any street or  
23 restrict parking to only those associated with the boat showsShow. Moreover in  
24 publicizing the boat shows,Show, the Lessee shall direct all persons attending the  
25 eventShow to park their vehicles at satellite lots and ride ~~thea~~ shuttle to the site of  
26 the boat showsShow. Upon receipt of the Transportation Plan, the Lessor's Director  
27 of Transportation shall make copies available to all relevant Lessor  
28 Departmentsagencies, including, but not limited to, those listed in Section 3,2-4, and  
29 to interested parties who have requested a copy.

30  
31 

---

ARTICLE IIIIV

32  
33 Section 34.1. Insurance: The Lessee, at its ownsole expense, shall obtain  
34 and keep in full force and effect comprehensive commercial general liability  
35 insurance of no less than Two Million Dollars (\$2,000,000.00) combined single limit,  
36 bodily injury and property damage, and Eight Million Dollars (\$8,000,000.00)  
37 umbrella policy, which shall be effective during the Lease's Term and the entire  
38 period of time during which the Lessee shall use or occupy the Premises or any part  
39 of the Premises.

40  
41 Section 4.2. Additional Insured: The insurance policy or policies shall  
42 specifically name the "City of Annapolis, ~~and in their capacity as such, theits~~ elected  
43 officials, ~~officers, agents and appointees, directors,~~ employees ~~thereof,~~ agents,  
44 contractors and representatives" as additional insureds, and insure against any and  
45 all loss, costs, damages, and expenses suffered by any person or to any property,  
46 including property owned by the Lessor, due to or alleged to be due to an act,  
47 omission or the negligence of the Lessee, its officers, agents, employees, vendors,  
48 subtenants or contractors, directly or indirectly, in connection with this Lease or the  
49 use of the Premises or any part of the Premises by the Lessee, its officers, agents,  
50 employees, vendors, subtenants or contractors.

1 | Section 4.3. Insurer: The Lessee's insurer or insurers shall be authorized to  
2 | write the required insurance, approved by the Insurance Commissioner of the State  
3 | of Maryland, and subject to the approval of the Lessor's City Attorney. The form and  
4 | substance of the Lessee's insurance policy or policies shall also be subject to  
5 | reasonable approval by the Lessor's City Attorney, and shall be submitted to the  
6 | City Attorney at 160 Duke of Gloucester Street, Annapolis, Maryland 21401, with a  
7 | copy to the Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401, for  
8 | such approval not less than thirty (30) calendar days prior to the Lessee's  
9 | occupancy of the Premises. The policy or policies of insurance shall then be  
10 | secured by the Lessee and filed with the City Attorney not less than fifteen (15)  
11 | calendar days prior to the Lessee's occupancy of the Premises. —No  
12 | approval/approvals pursuant to this Section 4.3 shall be unreasonably withheld or  
13 | delayed.

14 |  
15 | Section 4.4. Notice: The ~~Certificate~~certificate for each insurance policy or  
16 | policies shall contain a statement on its face that the insurer will not cancel the  
17 | policy or fail to renew the policy, whether for nonpayment of premium, or otherwise,  
18 | whether at the request of the Lessee or for any other reason, except after thirty (30)  
19 | calendar days advance written notice mailed by the insurer ~~to~~ to the Lessee to the  
20 | Lessor's City Attorney, and that such notice shall be transmitted postage prepaid,  
21 | return receipt requested.

22 |  
23 | Section 4.5. Lessee's Obligations: The obligations of the Lessee under this  
24 | Article are part of but do not limit or satisfy the Lessee's obligations under ~~Article IV~~  
25 | or the remainder of this Lease.

26 |  
27 | **ARTICLE V-**  
28 |

29 | \_\_\_\_\_  
30 | Article IV  
31 |

32 | Section 45.1. Indemnity: The Lessee shall forever indemnify, defend and  
33 | hold harmless the Lessor, its elected officials, ~~officers~~appointees, directors,  
34 | employees, agents, contractors and ~~employees~~representatives, from and against  
35 | any and all claims, suits, actions, judgments, and liability for loss, injury, damages,  
36 | ~~attorney's fees,~~ and/or expenses suffered or alleged to have been suffered during  
37 | the ~~lease term~~Lease's Term by any person or to any property due to or alleged to be  
38 | due to an act, omission or the negligence of the Lessee, its officers, agents,  
39 | employees, vendors, subtenants or contractors, directly or indirectly, in connection  
40 | with this Lease or the use and occupancy of the Premises or any part of the  
41 | Premises, by the Lessee, its officers, agents, employees, vendors, subtenants or  
42 | contractors.

43 |  
44 | Section 5.2. Reimbursement: The Lessee shall reimburse the Lessor,  
45 | within thirty (30) calendar days after demand for such reimbursement, for any  
46 | damage done to the Lessor's buildings, facilities, equipment or property caused by  
47 | an act, omission or the negligence of the Lessee, its officers, agents, employees,  
48 | vendors, subtenants or contractors, during the Lease's Term or the Lessee's use  
49 | and occupancy of the Premises or any part of the Premises. The Lessee may  
50 | request the Lessor to provide reasonably sufficient documentation or other proof of  
51 | such damage prior to any reimbursement. If the Lessee disputes any request for



1 reimbursement, it may appeal such request to the City Manager and/or his/her  
2 authorized designee for review and reconsideration.

3  
4 ARTICLE ~~V~~VI

5  
6 Section 56.1. Security: The Lessee shall contract with and pay, as  
7 independent contractors, security guards from an agency duly licensed by the State  
8 of Maryland, in numbers sufficient to maintain security, peace and order at the ~~boat~~  
9 ~~shows~~Show inside the Premises during the ~~lease term~~entirety of the Lease's Term.

10  
11  
12 ARTICLE ~~V~~VII

13  
14 Section 67.1. Interior Construction: The Lessee shall have the right to  
15 construct, install or erect seats, platforms, booths, tanks, scaffolding, rigging,  
16 floating piers, pilings, docks, catwalks, tents, exhibits, and any other apparatus or  
17 structure which the Lessee may deem necessary or desirable for the purpose of  
18 presenting the ~~boat shows~~Show. The Lessee shall have the right to erect and  
19 construct a temporary fence so as to enclose the Premises in such a manner as to  
20 limit entry onto the Premises through controlled entrances.- Such fence shall not  
21 contain barbed wire, razor wire or any similar materials.

22  
23 Section 67.2. Exterior Construction: Wherever necessary to provide for  
24 pedestrian traffic, the Lessee shall erect and construct temporary wooden  
25 sidewalks, ~~wherever necessary to provide for pedestrian traffic~~, outside of the  
26 Premises where the existing sidewalks are enclosed in the Premises by a temporary  
27 fence described in Section 67.1. All temporary sidewalks shall be handicap  
28 accessible and illuminated during hours of darkness, and maintained by the Lessee  
29 in a safe and secure condition.

30  
31 Section 67.3. ADA and Other Permits: The Lessee hereby assumes  
32 exclusive responsibility for compliance with any and all applicable provisions of the  
33 Americans with Disabilities Act of 1990, (ADA), as amended from time to time, at the  
34 Premises, during the entire time that the Lessee uses or occupies the Premises or  
35 any part of the Premises.- Subject to the inspection provisions of Section ~~3.2.4~~  
36 ~~this Lease~~, and to standard public safety and health approvals, any and all permits,  
37 licenses or authorizations required to be obtained from the City Lessor by the Lessee  
38 during the ~~term~~Term of this Lease for the purpose of constructing or erecting the  
39 temporary structures described in ~~Sections 6.1 and 6.2 of this Lease~~Article VII or for  
40 operating the ~~boat shows~~Show, shall be deemed granted and issued upon the  
41 execution of this Lease by the Lessor and the Lessee. All other federal, state or  
42 county permits, which may be required, shall be the sole responsibility and expense  
43 of the Lessee.

44  
45 ARTICLE ~~V~~VIII

46  
47 ~~Section 7.1. Trash and Recycling:~~ ~~Lessee, at its own expense, shall provide~~  
48 ~~an adequate and equal number of trash and recycling containers for its use within~~  
49 ~~the boat show grounds during the entire use and occupancy period of the Premises,~~  
50 ~~and shall provide for the prompt removal of all such containers, trash and refuse.~~  
51 ~~The Lessee shall collect the same recycling materials that the Lessor collects in its~~

1 ~~curbside recycling service. Lessor, at its own expense, shall provide an adequate~~  
2 ~~number of trash dumpsters outside the boat show grounds for the use of Lessee~~  
3 ~~during the use and occupancy period and shall provide for the prompt removal of~~  
4 ~~trash, refuse and recycling materials generated during the boat show.~~

5  
6 Section 7.2. Cleanliness:

7 Section 8.1. Cleanliness: The Lessee shall be responsible for keeping the  
8 Premises free of debris, trash and refuse, which shall be placed in the containers  
9 and the dumpsters ~~or receptacles specified in Section 1.3(e).~~

10  
11 Section 7.3.8.2. Sanitation and Toilets: The Lessee shall, at its ~~own~~sole  
12 expense, provide adequate and sanitary toilet facilities throughout the Premises for  
13 use by the general public and others attending or participating in the ~~boat~~  
14 ~~shows~~Show, including sufficient ADA compliant sanitary toilet facilities.

15  
16 ~~Article VIII~~

17  
18 Section 8.3. Trash, Recycling and Public Safety Cooperation: The parties  
19 shall cooperate with each other and use their best efforts to ensure that there is  
20 prompt trash and recycling removal, public safety protection, and adequate traffic  
21 control during the designated period of use and occupancy by the Lessee of the  
22 Premises.

23 ARTICLE IX

24  
25 Section 9.1. Quiet Enjoyment: The Lessor covenants with the Lessee that  
26 at all times during the ~~term~~Term of this Lease, the Lessee shall peacefully hold and  
27 quietly enjoy the use and occupancy of the Premises without any disturbance or  
28 hindrance from the Lessor or from any other person claiming through the Lessor,  
29 except that the Lessor or others claiming through the Lessor may enter onto the  
30 Premises to effect necessary repairs to their own facilities as reasonably  
31 contemplated by the terms of this Lease, and to assure compliance with the terms of  
32 this Lease ~~and all applicable laws.~~ The Lessee shall cooperate with the Lessor to  
33 effect this access to the Premises.

34  
35 ARTICLE X

36  
37 ~~Section 8.2. Trash and Public Safety Cooperation: The parties shall~~  
38 ~~cooperate with each other and use their best efforts to ensure that there is prompt~~  
39 ~~trash removal, public safety protection and adequate traffic control during the~~  
40 ~~designated period of use and occupancy by Lessee of the Premises.~~

41  
42 ~~Article IX~~

43  
44 Section 9.10.1. Condition of Premises Afterafter Show: Following the lease  
45 term, Upon the expiration or earlier termination of this Lease, the Lessee, at  
46 Lessee's sole expense, shall return the Premises to the Lessor in the same or  
47 superior condition than received, natural wear and tear excepted.

48  
49 Section 9.10.2. Lessee's Equipment Afterafter Show: Prior to the expiration  
50 of or earlier termination of this Lease, ~~the lease term,~~ Lessee shall immediately  
51 remove all of its property, fixtures and chattels from the Premises. In the event that

1 ~~the~~ Lessee, its officers, agents, employees, vendors, subtenants or contractors, fail  
2 to remove any item of property, ~~the~~ Lessor reserves the right to remove and store  
3 any such property after the expiration or ~~earlier~~ termination of ~~this Lease at the~~  
4 ~~lease term at~~ Lessee's ~~sole~~ expense, or as an alternative, to leave the property at  
5 the Premises. In either case, ~~the~~ Lessor shall charge ~~the~~ Lessee ~~a~~ per diem rental  
6 for storage of such property. ~~The~~ Lessor shall bear no responsibility or liability for  
7 damage to or expense incurred as a result of property left, removed or stored under  
8 the provisions of this Section. ~~The~~ Lessee shall pay to ~~the~~ Lessor any expenses or  
9 charges ~~under due pursuant to~~ this Section ~~billed to Lessee by Lessor~~ within thirty  
10 (30) ~~calendar~~ days after ~~delivery/receipt~~ of ~~any such a~~ bill ~~byfrom the~~ Lessor ~~to~~  
11 ~~Lessee.~~

12  
13 Section 910.3. Post-~~Show~~Shows Inspection: Within ten (10) ~~calendar~~ days  
14 following the expiration ~~or earlier termination~~ of ~~this Lease~~, the ~~lease term~~, Lessee  
15 shall accompany ~~the~~ Lessor ~~duringon~~ a tour of the Premises to determine the  
16 condition of the Premises. Items corrected or repaired by ~~the~~ Lessor, ~~and~~ deemed  
17 by ~~the~~ Lessor to be the ~~sole~~ responsibility of ~~the~~ Lessee, shall be billed by ~~the~~  
18 Lessor and paid by ~~the~~ Lessee within thirty (30) ~~calendar~~ days after receipt of such  
19 bill. ~~The Lessee may request the Lessor to provide reasonably sufficient~~  
20 ~~documentation or other proof of such items corrected or repaired by the Lessor prior~~  
21 ~~to any payment. If the Lessee disputes any bill for an item corrected or repaired by~~  
22 ~~the Lessor, it may appeal such bill to the City Manager and/or his/her authorized~~  
23 ~~designee for review and reconsideration.~~

24  
25 ~~ARTICLE XXI~~

26  
27 Section 4011.1. Remedies: All duties, liabilities and/or obligations imposed  
28 upon or assumed by ~~the~~ Lessee ~~and/or the~~ Lessor by or under this Lease shall be  
29 taken or construed as cumulative, and the mention of any specified duty, liability or  
30 obligation imposed upon or assumed by ~~the~~ Lessee or ~~the~~ Lessor under this Lease  
31 shall not be taken or construed as a limitation or restriction upon any or all of the  
32 other duties, liabilities, or obligations imposed upon or assumed by ~~the~~ Lessee or  
33 ~~the~~ Lessor under this Lease. The remedies provided for in this Lease shall be  
34 construed to be cumulative and in addition to any other remedies provided in law or  
35 equity which ~~the Lessor or the Lessee would have in any case. In no case shall a~~  
36 ~~waiver by either party of the right to seek relief under this provision constitute a~~  
37 ~~waiver of any other or further violation. Lessor or Lessee would have in any~~  
38 ~~case. The remedies provided in this Lease shall not be deemed exclusive of other~~  
39 ~~remedies not specified.~~

40  
41 Section 11.2. Injunction: ~~The~~ Lessor shall have the right to seek and obtain  
42 in any court of competent jurisdiction an injunction, without the necessity of posting  
43 a bond, to restrain a violation or alleged violation by ~~the~~ Lessee of any term of this  
44 Lease, anything to the contrary notwithstanding. ~~In no case shall a waiver by either~~  
45 ~~party of the right to seek relief under this provision constitute a waiver of any other~~  
46 ~~or further violation. The remedies provided in this Lease shall not be deemed~~  
47 ~~exclusive of other remedies not specified.~~

48  
49 ~~ARTICLE XIXII~~

50  
51 Section 4412.1. Impossibility of Performance: ~~If, for any reason,~~

1  
2 (a) Notwithstanding any other terms or provisions of this Lease, in the  
3 event the Lessor is temporarily or permanently prevented, restricted or delayed in  
4 the performance of any or all of the duties and obligations imposed upon or  
5 assumed by it hereunder, by act of the General Assembly of Maryland or the City  
6 Council of Annapolis, by a court of competent jurisdiction, by administrative delay  
7 not due to the fault of the Lessor (and its members and agents), or by an  
8 unforeseen event, not due to the act/fault of the Lessor occurs, (and its members and  
9 agents), including but not limited to fire, casualty, acts of God, labor strikes/strikes  
10 or other unforeseen occurrence/occurrences which renders/render impossible the  
11 fulfillment of any rental period of this Lease, this Lease, then the Lessor shall not be  
12 liable directly or indirectly for any claims caused to or suffered by the Lessee shall  
13 have no right to claim damages against Lessor, but or any other person in  
14 connection with or as a result of such prevention, restriction or delay, and the  
15 Lessee shall not be liable for the payment of rent/Rent for said rental period, the  
16 Term of the Lease. However, if such ~~impossibility~~ prevention, restriction or delay  
17 relates to not more than five percent (5%) of the rental period, Base Rent, Term of  
18 the Lease, the Show shall still be held and the Rent (only if determined under  
19 Section 1.3(A)(ii) of this Lease, based on the Minimum Payment) shall be prorated  
20 to account for the number of scheduled hours the Show is not open to the public.

21  
22 (b) The Lessee shall not be  
23 responsible for delays in the performance of any or all of the duties and obligations  
24 imposed upon or assumed by it hereunder caused solely by unforeseeable causes  
25 beyond its control or the control of its subcontractors or suppliers of materials, such  
26 as fire, casualty, acts of God, strikes, or other unforeseen occurrences. However, if  
27 such delay relates to not more than five percent (5%) of the Term of the Lease, the  
28 Show shall still be held and the Rent (only if based on the Minimum Payment) shall  
29 be prorated to account for the number of scheduled hours the Show is not open to  
30 the public.

31 (c) The Lessor and the Lessee shall work cooperatively to determine  
32 possible alternatives, solutions and/or remedies to any prevention, restriction, or  
33 delay that may occur.

### 34 ARTICLE XIX

35  
36  
37 Section 4213.1. Payment: The Lessee shall make all payments due under  
38 this Lease by check, payable to the *City of Annapolis*. In addition to all other  
39 amounts due pursuant to this Lease, the Lessee shall pay the Lessor a monthly late  
40 fee of one and one-half percent (1.5%%), or eighteen percent (18%%) per annum),  
41 of any payment more than sixty (60) calendar days past due, until paid.

42  
43 Section 4213.2. Right to Audit: Section 12.2. Right to Audit: The Lessor  
44 shall have ~~the~~ to right to receive and review and audit a copy of the Lessee's ticket  
45 sales records related to Cruisers University Maryland State Admissions and  
46 Annapolis Spring Sailboat Show to Amusement tax report/return and any additional  
47 proof of gross receipts from the Ticket Sales as may be reasonably requested by  
48 the Lessor's Director of Finance to confirm that the Lessee has fulfilled its  
49 obligations under this Lease.  
50

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

~~ARTICLE XIIIIV~~

Section 4314.1. Time is of the Essence: Time is of the essence in the performance of this Lease. ~~The~~Except as may be provided in this Lease or otherwise agreed to in writing by both parties, the times and deadlines specified in this Lease shall not be extended for any reason, ~~except as may be provided in this Lease,~~ relating to the ~~term~~Term of the Lease and/or the installation or removal of equipment, materials ~~or,~~ displays, or property from the Premises, ~~without written consent of Lessor, and provided the extension does not exceed two (2) days, consent shall not be unreasonably withheld.~~

~~ARTICLE XIVXV~~

Section 4415.1. Assignment: The Lessee shall not assign, transfer, or otherwise dispose of this Lease without the prior written consent of the Lessor, but such consent shall not be unreasonably ~~or arbitrarily~~ withheld or delayed. The foregoing shall not prevent the Lessee from subleasing portions of the Premises to ~~boat show~~Show exhibitors, provided the portion of the Premises subleased to any exhibitor does not exceed twenty-five percent (25%) of the total area of the Premises.

~~ARTICLE XVXVI~~

Section 4516.1. Independent Contractor: The Lessee is an independent contractor and not the agent or employee of the Lessor. ~~Under no circumstances shall this Lease be considered to create an employee or agency relationship or a partnership or joint venture~~ between the parties.

~~ARTICLE XVIXVII~~

Section 4617.1. Liens: The Lessee hereby consents that the Lessor shall have a lien upon all property of the Lessee located from time to time upon the Premises for any and all unpaid charges which arise under this Lease. The Lessee hereby consents to and the Lessor shall have the power to impound and retain possession of such property until all such charges and late fees due ~~under Article XIII~~pursuant to this Lease have been paid, in full, to the satisfaction of the Lessor. In the event such charges remain unpaid ten (10) calendar days after the expiration or earlier termination of this Lease, the Lessor shall have the power to sell such property at public auction and apply the receipts from such auction to all such unpaid charges.

~~ARTICLE XVIIIXVIII~~

Section 4718.1. Compliance with all Laws: The Lessee shall comply with all laws, ordinances, and statutes applicable to the Premises or any part of the Premises, and the use and occupancy thereof, and to pay all taxes or charges imposed by law in connection with ~~Lessee's~~the Lessee's use and occupancy of the Premises. ~~Provided the Lessee is making good faith progress towards correcting any violation under this Section, the~~ Lessee shall have a reasonable time to correct anythat violation, not to exceed sixty (60) calendar days.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

~~ARTICLE XVIII~~ **ARTICLE XIX**

~~Section 18.1. Immunities:~~ Section 19.1. Termination: In the event the Lessee should materially default in performance of its obligations under this Lease, and such default continues for more than thirty (30) calendar days after the Lessor has given written notice to the Lessee of such default, the Lessor shall have the right to immediately terminate the Lease and/or to pursue reimbursement from the Lessee for any damages to the Lessor resulting from the Lessee's material default of this Lease. For purposes of this Article XIX, "materially default" and/or "material default" shall mean one (1) or more of the following:

- (a) If any representation or warranty, expressed or implied, of the Lessee and pertaining to this Lease shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the Term of this Lease; or
- (b) If the Lessee shall fail to comply, fail to fulfill, or otherwise violate any of the terms, conditions, or obligations contained in this Lease; or
- (c) If the Lessee becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Lessee in a bankruptcy court, or if the Lessee applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Lessee or any of its assets and property, or makes a general assignment for the benefit of creditors, or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Lessee or for a substantial part of the assets and property of the Lessee and is not discharged within thirty (30) calendar days; or
- (d) If any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Lessee and is consented to or acquiesced to by the Lessee or remains for sixty (60) calendar days undismissed; or
- (e) If the Lessee loses or forfeits its corporate status, or ceases to be in good standing with the State of Maryland.

**ARTICLE XX**

Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish, the Lessor's statutory, common law or other immunities in any action in tort, in contract or in any other form. The parties agree that if any duty assumed by the Lessor under the terms of this Lease or any action taken by the Lessor pursuant to any such term is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

~~ARTICLE XIX~~ **ARTICLE XXI**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Section 4921.1. Lessee's Representations: The Lessee hereby represents and warrants the following:

(a) The Lessee is a corporation(s), duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.

(b) The Lessee has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Lease.

(c) The Lessee has obtained and shall continue to maintain, at its sole expense, such licenses and certifications as are necessary for the Show and as required pursuant to this Lease, and shall present such licenses or certifications to the Lessor upon its request.

**ARTICLE XXII**

Section 22.1 Authority: This Lease is authorized by Ordinance O-~~29-14~~-1 -1 adopted by the City Council of the City of Annapolis.

\_\_\_\_\_

1 **IN WITNESS WHEREOF**, the ~~City of Annapolis~~Lessor, by and through its duly  
2 authorized agent, has caused this Lease to be executed on its behalf, and the  
3 Lessee, ~~Cruisers University, Inc. trading as Annapolis Spring Sailboat Show~~by and  
4 ~~Cruiser University, Inc. trading as Annapolis Spring Sailboat Show~~through its duly  
5 authorized agent, has duly executed this Lease on the date first written above.  
6 Witness the signatures and seals of the parties.  
7

8  
9 **Cruisers University, Inc. trading as**  
10 **Annapolis Spring Sailboat Show**  
11

12  
13 \_\_\_\_\_ By:  
14 \_\_\_\_\_ (Seal)  
15 \_\_\_\_\_ By: \_\_\_\_\_  
16 Witness \_\_\_\_\_ Paul Jacobs, President  
17 (Seal) \_\_\_\_\_ ~~Cruisers University, Inc. trading as~~  
18 \_\_\_\_\_ ~~Annapolis Spring Sailboat Show~~  
19

20  
21 \_\_\_\_\_  
22  
23 **ATTEST:** **City of Annapolis, Maryland**

24  
25  
26 \_\_\_\_\_ By:  
27 \_\_\_\_\_  
28 Regina C. Watkins-Eldridge, MMC, Michael J. Pantelides, ~~Mayor~~  
29 (Seal) \_\_\_\_\_  
30 City Clerk \_\_\_\_\_ Mayor  
31

32 **REVIEWED AND APPROVED BY:**  
33  
34  
35 \_\_\_\_\_  
36 Thomas Andrews, City Manager  
37

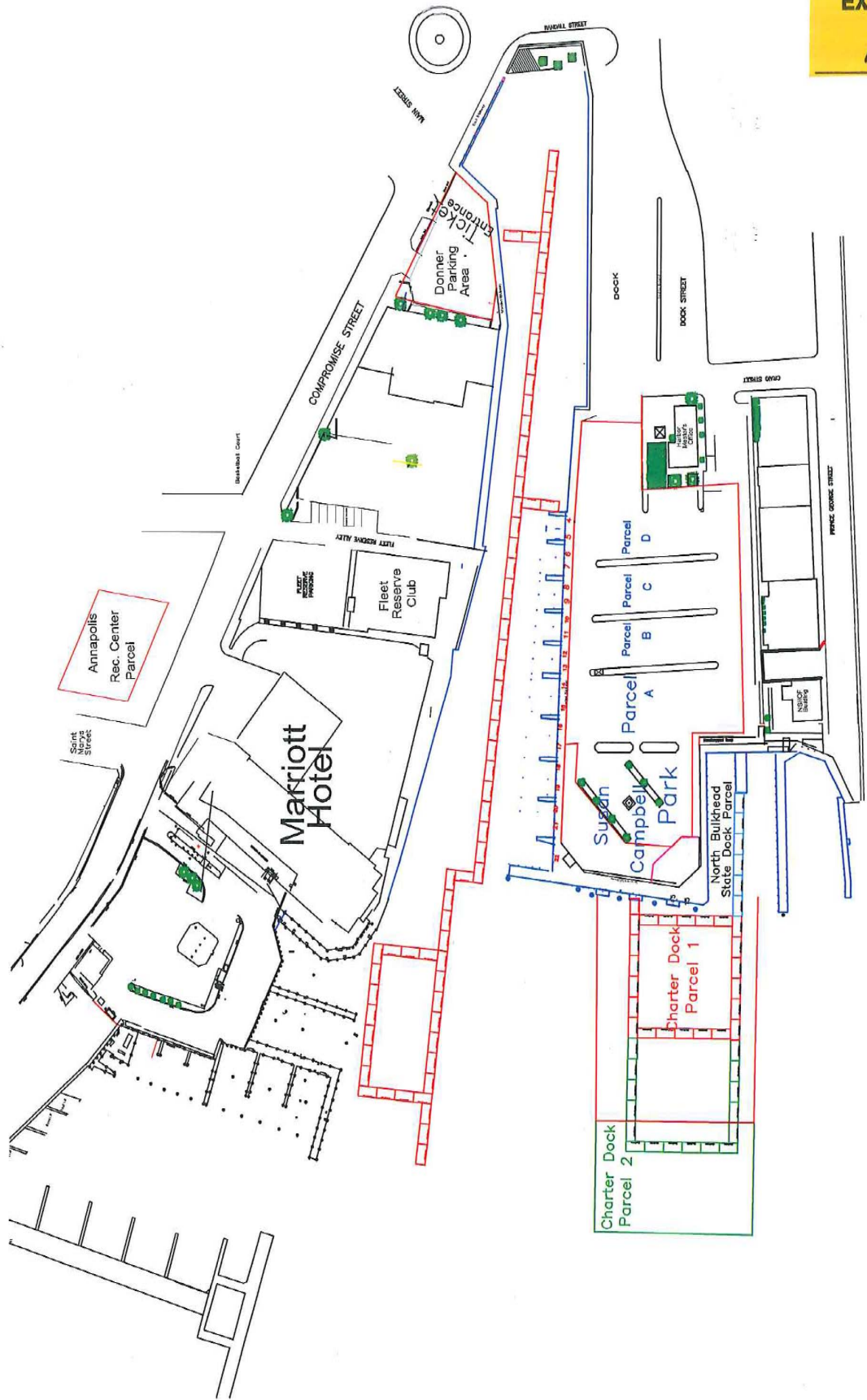
38 **APPROVED FOR FINANCIAL SUFFICIENCY:**  
39  
40  
41 \_\_\_\_\_  
42 Bruce T. Miller, Director  
43 Finance Department  
44

45 **APPROVED FOR FORM AND LEGAL SUFFICIENCY\*:**  
46  
47  
48 \_\_\_\_\_  
49 Michael G. Leahy, City Attorney  
50  
51



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**EXHIBIT**  
**A**





November 13, 2014

Mr. Lee Tawney  
National Sailing Hall of Fame  
67 Prince George Street  
Annapolis MD, 21401

Ms. Debbie Gosselin  
Chesapeake Marine Tours  
P O Box 3350  
Annapolis, MD, 21403

Dear Lee and Debbie,

To follow up on our conversations, below are the details of a proposed three-party agreement among NSHOF, Watermark, and Annapolis Boat Shows for sharing of space during our 2015 spring sailboat show. It seems clear to me that we are all in agreement on the terms of our space use. Here is my understanding of the various uses of the various properties in question.

1. Chesapeake Marine Tours (Watermark) will, subject to approval from the City of Annapolis, loan-lease their interest in Ego Alley parcels to Cruisers University, Inc., trading as Annapolis Spring Sailboat Show for the period from 5:00 pm on April 21, 2015 through 8:00 pm on April 27, 2015 for use in producing the annual boat show.
2. Watermark will be granted exclusive use of the Charter Dock Parcels 1 & 2 and the State Dock Parcel for the same time period. These spaces will be provided for use by Watermark tour boats, Miss Anne, and water taxis.
3. NSHOF will grant exclusive use of the City Dock North Bulkhead Parcel to Watermark during those times/dates listed above.
4. Annapolis Boat Shows will provide ample and suitable floating docks and ramps onto the above-referenced docks to satisfy the needs of NSHOF for their Wounded Warriors Regatta during the weekend of April 16-20, 2015 and will remain in place for use by and satisfy the needs of Watermark for the dates listed above. ABS will, at their expense launch, transport, and install docks and ramps, and remove them by April 27.

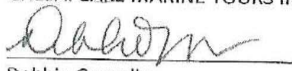
If any of the above requirements are not timely approved by the respective parties, all other requirements and the agreement become null and void.

I feel very comfortable that we are all in agreement and wish to cooperate with each other in making this happen. It is my understanding that this agreement will suffice and the city council and committees will recognize it as a proper solution to our mutual space requirements. We all agree that the terms of this agreement shall be included in any lease with the City pertaining to these matters.

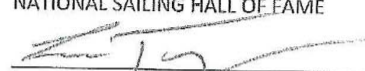
Please signify your acceptance of this agreement by signing and dating this letter below.

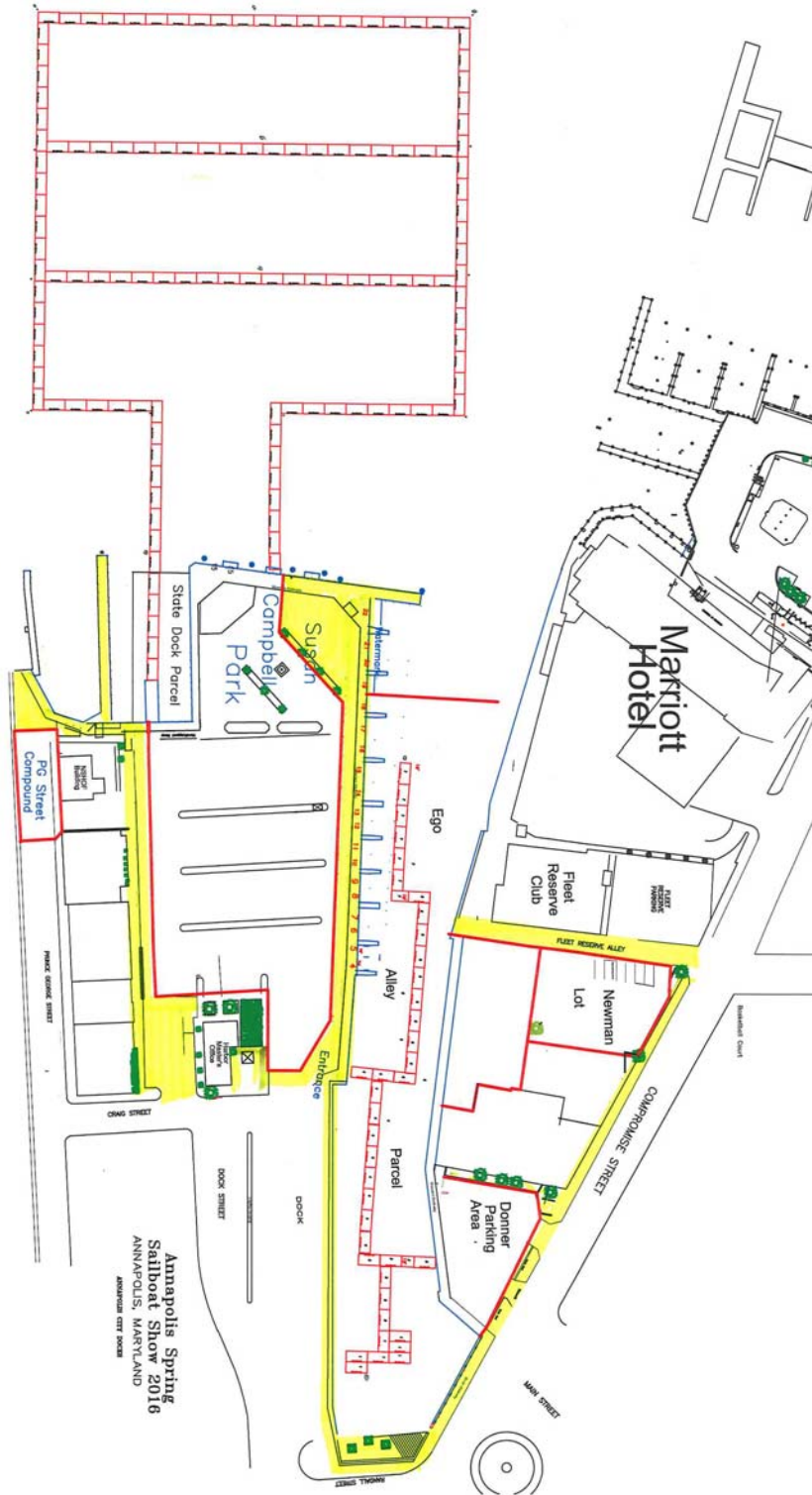
Thanks much,  
Paul

Approved and accepted:  
CHESAPEAKE MARINE TOURS INC

  
Debbie Gosselin

Approved and accepted:  
NATIONAL SAILING HALL OF FAME

  
Lee Tawney



- 1
- 2
- 3
- 4

**EXHIBIT B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**SEPARATE AGREEMENT(S) / LETTER(S) OF PERMISSION**

[Attach separate agreement(s) and/or letter(s) of permission,  
as applicable and as completed].