

## FERRY TERMINAL USER AGREEMENT

This AGREEMENT is entered into on this 5<sup>th</sup> day of November, 2024, by and between the TOWN OF JAMESTOWN, hereinafter the "Town", and CONANICUT MARINE SERVICES and the JAMESTOWN NEWPORT FERRY, INC., a Rhode Island corporation, hereinafter called "CMS", collectively the "Parties".

WHEREAS CMS runs vessels operating a commercial ferry, cruise and charter business from East Ferry in Jamestown and Newport; and

WHEREAS the Town of Jamestown owns a public ferry terminal in East Ferry adjacent to and accessed over town-owned property, shown on Attachment A, attached hereto and incorporated herein by reference; and

WHEREAS CMS provided a financial contribution in conjunction with State and Federal Ferry funds, and served as project manager for the construction of the public ferry terminal, for its construction; and

WHEREAS the Parties are desirous of entering into a user agreement for the ferry terminal and town-owned access area.

NOW THEREFORE the Town and CMS hereby agree as follows:

1. The Town hereby grants to CMS authorization that allows for the expanded use of its dock, pursuant to the standard town dockage agreement to include the Town's ferry terminal. Said authorization allows CMS to use the approximately one hundred (100) feet of permitted dockage for any vessel owned and operated by CMS which does not exceed the safe weight and length of either the dock pier or the ferry terminal float, as determined by SF-Marina Systems USA; LLC, the designer and manufacturer of said concrete ferry dock.
  - a. CMS shall have unrestricted access to approximately sixty (60) feet of the woodpile

pier, on the most southwestern portion thereof, however no loading or unloading of passengers directly onto the pier shall be permitted, except as permitted under section 7 of this agreement.

b. CMS shall have use of approximately forty (40) feet of dockage at the southwest face of the concrete ferry dock daily pursuant to the provided and approved schedules attached hereto and incorporated herein, as well as for overnight dockage between the hours 8:30 PM and 12:30 PM.

c. CMS may use and advertise the ferry terminal as its "Port of Origin", so-called.

2. This User Agreement shall commence on the date this Agreement is fully executed and remain effective until December 31, 2026.
3. CMS shall pay an annual permit fee, in addition to any dockage fee which is sperate and apart from this user agreement to the Town in the amount of One-Thousand Dollars (\$1,000.00). CMS shall make all such payment to the Town, in person or to the Town of Jamestown, 93 Narragansett Avenue, Jamestown RI 02835.
4. CMS acknowledges this Agreement does not waive or exempt CMS from any permit fees to land at any other Town of Jamestown boating facility or dock to load or off-load passengers if any become implemented.
5. CMS shall provide the Town with updated yearly schedules for all CMS vessel services for the upcoming season on or before May 1<sup>st</sup> of each year this agreement remains in effect. Notwithstanding any other provision in this agreement, these updates and modifications shall be reviewed and approved by the Town and such approval shall not unreasonably be withheld.
6. CMS agrees to pay for any damage to the Town facilities and property above general wear

and tear caused by CMS operations. However, CMS shall not be obligated to repair any damage caused by agents or servants of the Town or by Acts of God or Nature.

7. The Parties agree that during the three (3) certain festivals held at Fort Adams, such as the Newport Folk and Jazz Festivals, as provided to the Harbor Master, CMS shall be permitted to utilize the "Islander" or the equivalent and may load/unload passengers directly to the south side of the Town-owned wood pile pier.
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 ferry terminal as a place of business of the "Jamestown Newport Ferry". CMS shall be allowed to keep the existing overhead location signage at the ferry terminal.
10. CMS is authorized to erect a simple tent no larger than 8' by 8' at a location to be determined by the Harbor Master so as to not obstruct pedestrian traffic.
11. 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

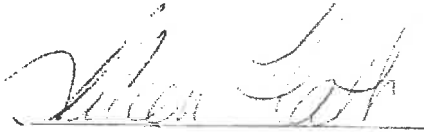
CMS in any respect to comply with and perform all the requirements and provisions of this agreement.

12. 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. CMS at its sole expense shall provide at a minimum 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 the Town as an additional insured on the policy. 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. CMS, and its insurer agree to waive subrogation in favor of the Town of Jamestown, its agents, servants, employees, officers, officials and directors.
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

and to its attorney, Murphy, Prior & Infantolino, 77 Narragansett Ave., Jamestown, RI 02835, 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 fails to begin or correct such failure within five (5) business days, or in the case of imminent jeopardy to life or property immediately, then the Town shall be entitled to make any necessary repairs and charge CMS for said repairs.

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 transferable.
17. The Parties acknowledge that they have read and understand this agreement, have had the benefit of their own legal counsel to advise them on the content and obligation of this agreement and acknowledge the execution this agreement as their free act and deed.


WITNESS:



CONANICUT MARINE SERVICES, INC.

By:   
William S. Munger, President

TOWN OF JAMESTOWN

By:   
Edward A. Mello, Town Administrator  
(Duly Authorized by Jamestown Town  
Council (November 4, 2024))

## Attachment A

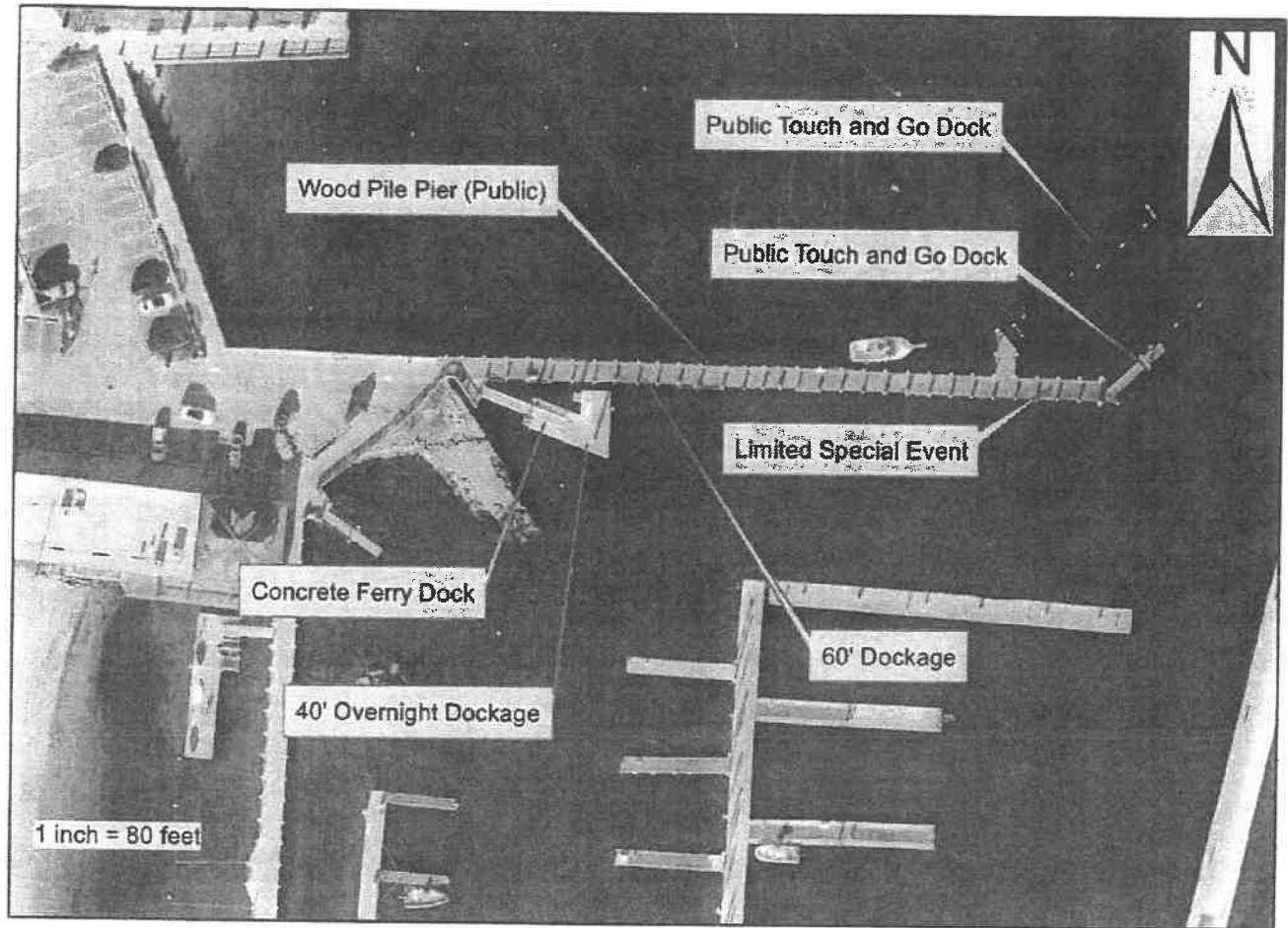


Figure created by Jamestown GIS Department  
July 11, 2024

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