

224-200527

AGREEMENT 224-200527

CITY OF TEXAS
COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

This Agreement, executed this 30th day of May, 1991, by and between THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES, a separate utility and an agency of the City of Galveston, Galveston County, Texas, hereafter called "GALVESTON WHARVES", and SUN LINE CRUISES, hereafter called "SUN LINES", for a dockage rate applicable to SUNLINE at the GALVESTON WHARVES.

SECTION 1. EFFECTIVE DATE

It is agreed that this Agreement and any amendment or modification thereto shall be submitted to the Federal Maritime Commission. The term of this Agreement shall be from its effective date to August 1, 1991. The effective date of this Agreement shall be the date that the Commission by notice specifies the effective date of this Agreement, pursuant to the Shipping Act of 1984. Any extension to this Agreement, and the terms and conditions thereof, will promptly be filed with the Commission for its review and approval, if required. Upon execution of this Agreement, the GALVESTON WHARVES shall promptly file it with the Commission for appropriate action.

SECTION 2. CHARGES

SUN LINES shall pay to GALVESTON WHARVES for the term of this Agreement dockage charges at the regular tariff rates as in effect on May 1, 1991, and GALVESTON WHARVES agrees that it will not increase the dockage charges to SUN LINES during the term of this Agreement.

In addition to the above referenced dockage charges, SUN LINES shall be liable for and pay to GALVESTON WHARVES all other tariff services at the tariff rate then in effect.

SECTION 3. DEFAULT AND TERMINATION OF AGREEMENT

If SUN LINES fails to pay any charges when due, and the failure continues five days after the GALVESTON WHARVES' demand for payment, the GALVESTON WHARVES may, thereafter, and notwithstanding any license or waiver of any prior breach of condition, without further notice or demand, declare that this Agreement and all rights of SUN LINES terminated.

SECTION 4. CONSENT FOR ASSIGNMENT

SUN LINES shall not assign this Agreement, or any interest therein, or any right or privilege appurtenant thereto, without the written consent of GALVESTON WHARVES first being had and obtained and a consent of one assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void and shall, at the option of GALVESTON WHARVES, terminate this Agreement.

SECTION 5. SUCCESSORS AND ASSIGNS

Covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and assigns of all parties hereto.

SECTION 6. EXCULPATORY CLAUSE

This Agreement is hereby declared to be wholly in writing and shall not be added to or taken from in any manner, altered or changed by any verbal agreement made by either party hereto, either before or after the execution of this Agreement.

SECTION 7. NOTICES

All notices to be given hereunder shall be in writing and shall be deemed to have been given when deposited in the United States Mail, certified, with return receipt requested, and if given to GALVESTON WHARVES, addressed to the General Manager, Galveston Wharves, P.O. Box 328, Galveston, Texas 77553, and, if given to SUN LINES address to Sun Line Cruises, One Rockefeller Plaza, Suite 315, New York, NY 10020. SUN LINES acknowledges that Lykes Bros. Steamship Co., Inc. is its agent to receive any and all notices required to be sent under this Agreement, and also designates Lykes Bros. Steamship Co., Inc. as its agent to accept and receive service of any and all documents and papers arising from SUN LINES' actions relating to this Agreement. Notice to either the Sun Lines office in New York or to Lykes Bros. Steamship Co., Inc. is sufficient.

SECTION 8. LIABILITY

A. Limitation of liability of the City. It is expressly agreed and understood that The City of Galveston shall never be liable to respond in damages or make indemnity or contribution or payment of any character from any source other than income and revenues arising from the operation of the property operated by THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES by reason of, due to or caused by a breach of this Agreement.

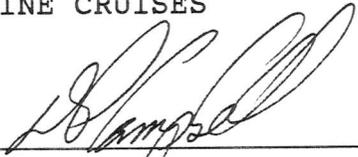
B. No personal liability of the BOARD. It is further understood and agreed that the members of THE BOARD OF TRUSTEES OF THE GALVESTON WHARVES, either singularly or collectively shall not

be personally liable under this Agreement or for any breach thereof.

SECTION 9. VENUE

This contract and all obligations hereunder shall be performed by the parties in the City of Galveston, Texas.

SUN LINE CRUISES

By: 
Lykes Lines, AS AGENTS

BOARD OF TRUSTEES OF THE GALVESTON WHARVES

By: 

ATTEST:
