



COMMERCIAL VENDOR AGREEMENT

THIS VENDOR AGREEMENT ("*Agreement*") is by and between the Waukegan Port District, an Illinois political subdivision, body politic, and municipal corporation created pursuant to the Waukegan Port District Act, 70 ILCS 1685 et seq. ("*District*"), and _____ ("*Vendor*").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the District's statutory authority powers, the Parties agree as follows:

SECTION 1. CONTACT INFORMATION (All Information is REQUIRED)

Name of Business: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Number: _____ Alternate Number: _____

Email: _____ Website: _____

Federal Tax ID Number: _____

SECTION 2. DESCRIPTION OF COMMERCIAL ACTIVITY

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Bare Boat | <input type="checkbox"/> 6 Passenger | <input type="checkbox"/> 6 Passenger Fishing | <input type="checkbox"/> 20-Passenger |
| <input type="checkbox"/> Party Charter | <input type="checkbox"/> Sailing Instruction | <input type="checkbox"/> Personal Watercraft (" <i>PWC</i> ") Rental | |
| <input type="checkbox"/> Peer-to-Peer | <input type="checkbox"/> Dealer | <input type="checkbox"/> Retail/Food | <input type="checkbox"/> Retail / Other _____ |

Details of commercial activity: _____

SECTION 3. COMMERCIAL ACTIVITIES. Vendor may conduct the commercial activity described in Section 2 of this Application ("*Commercial Activity*"), subject to the terms and conditions contained in this Agreement. The types of Commercial Activity are as follows:

55 South Harbor Place, Waukegan, IL 60085

1-800-400-SLIP

East/West Breakwater North/South Breakwater
42 21' 24" North BY 87 49' 14" West - 42 21' 20.7" North BY 87 49' 12.9" West

@ VHF 16

(INITIALS _____)



- a. Bare Boat. Boat rental only. Vendor may operate the rented boat or may hire a captain to operate it (but not the boat owner) per United States Coast Guard regulations.
- b. 6 Passenger. Vendor may transport up to six passengers (exclusive of captain) or the rated capacity of the boat, whichever is less. A licensed captain is required to operate the boat.
- c. 6 Passenger Fishing. Vendor may transport up to six passengers (exclusive of captain) or the rated capacity of the boat, whichever is less, for fishing purposes only. A licensed captain is required to operate the boat.
- d. 20 Passenger. Vendor may transport up to 20 passengers (exclusive of captain) or the rated capacity of the boat, whichever is less.
- e. Party Charter. Vendor may transport passengers. A licensed captain is required to operate the boat. Vendor may have on the boat up to the rated capacity of the boat.
- f. Sailing Instruction (boats under 27' in length). Vendor may provide sailing instruction only.
- g. Sailing Instruction (vessel over 27' in length TBD).
- h. Personal Watercraft (PWC) Rental. Vendor may rent out personal watercraft.
- i. Peer-to-Peer Boat Leasing. Vendor may lease a boat on a part-time basis. No captain is required to operate the boat; the renter of the boat may operate the boat. Vendor may not rent exceed 30 rental days per season.
- j. Land-based Retail Shops. Vendor may operate a food cart, food truck or similar activity.
- k. Dealer/ Broker. Vendor may operate as a commercial boat dealer and display for sale and sell boats.
- l. Professional Marine Services (Private). Vendor may tow, repair, maintain boats and other marine-related vessels.

SECTION 2. TERM; AUTOMATIC RENEWAL: Vendor may commence the Commercial Activity on the first day of April and must completely terminate the Commercial Activity by the last day of October of each year. Unless terminated by either party, the Agreement will automatically renew each year. Either party may terminate this agreement by providing 30-days' written notice to the other party.

SECTION 3. FEES: Vendor will pay to the District an annual, non-refundable administrative fee as listed in the schedule attached as **Exhibit A ("Administrative Fee")**. The Administrative Fee for a given year is due in full on or before February 1 of that year. In addition to the Administrative Fee, if Vendor launches or retrieves vessels at the public launch ramp, Vendor must pay to the District an additional fee at the District's standard launch rate, which will be calculated at the time of launch ("**Launch Fee**"). The Launch Fee must be paid prior to the corresponding launch or retrieval. The District will terminate this Agreement for failure to pay the Administrative Fee or the Launch Fee in accordance with this Section. The Administrative Fee and the Launch Fee may be paid in cash or credit card (subject to processing charge).

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SECTION 4. INDEMNIFICATION: Vendor agrees to indemnify, hold harmless, and defend the District and the District's officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors, and assigns ("***District Parties***") from any and all claims, lawsuits, demands, damages, liabilities, losses, and expenses ("***Claims***"), including without limitation attorneys' fees and administrative expenses of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to this Agreement, except as may be caused by the gross negligence or willful misconduct of the District or the District's officers, directors, employees, agents, or representatives. Vendor further agrees to promptly give notice to the District of any and all Claims.

SECTION 5. INSURANCE: Vendor must obtain and continuously maintain, at its sole cost and expense, minimum insurance coverages in accordance with the minimum insurance requirements provided by the District and attached to this Agreement as **Exhibit B**. Vendor must cause all policies of insurance to name the "Waukegan Port District" as an additional insured on a primary non-contributory basis and/or loss payee, as the case may be. No later than February 1st of each year, Vendor must provide the District with a certificate of insurance evidencing compliance with this Section ("***Certificate of Insurance***"). The insurance coverage and limits required by this Section are the minimum required, and are not a limitation on Vendor's duty to carry adequate insurance or on Vendor's liability for losses and damages in furtherance of the Commercial Activities. Vendor's insurance as required by this Agreement may not be cancelled or materially altered without 30 days prior written notice to the District. Any and all insurance carriers used by Vendor in accordance with this Section must be licensed to do business in the State of Illinois and reasonably satisfactory to the District. All insurance requirements shall be primary policies and not be excess or contributing policies with other insurance which Vendor may carry. All policies of insurance must provide liability coverage sufficient to include the liability assumed by Vendor in the indemnity and hold harmless provisions included in this Agreement. The amount or amounts of all required policies shall not be deemed a limitation of Vendor's agreement to indemnify and hold harmless District, and in the event Vendor or District becomes liable in an amount in excess of the amount or amounts of such policies, then Vendor agrees to and will hold District harmless from the whole amount thereof, except in the event of gross negligence or willful misconduct of District.

SECTION 6. IDENTIFICATION AND ENTRY REQUIREMENTS: Upon the District's receipt of the Administrative Fee and Certificate of Insurance, the District will issue vendor passes (each, a "***Vendor Pass***") to Vendor. A Vendor Pass must be worn by all representatives of Vendor while engaged in the Commercial Activity. The District reserves the right to refuse admittance to the Harbor by any person that does not visibly display the Vendor Pass.

SECTION 7. VEHICLE IDENTIFICATION: All vehicles owned by Vendor's must be registered with the District prior to such vehicle's entrance upon the Harbor.

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SECTION 8. COMPLIANCE AND TERMINATION: All rights and privileges granted to Vendor pursuant to the District's acceptance of this Agreement are subject to all policies, rules, codes, directives and ordinances of the District, the City of Waukegan, the County of Lake, and the State of Illinois ("**Laws**"). If Vendor fails to comply with the requirements set forth in this Agreement or fails to observe any applicable Law, the District may, in its sole and absolute discretion, terminate this Agreement and Vendor from performing any services or business activities on the District's property. The District will not refund any fees to Vendor, including, without limitation, the Administrative Fee or any Launch Fees, upon the termination of this Agreement. Vendor must immediately vacate the Harbor upon any termination of this Agreement pursuant to this Section.

SECTION 9. OTHER REQUIREMENTS Please see attached **Exhibit C**

SECTION 10. CONSTRUED ACCORDING TO LAW: This Agreement and all transactions contemplated herein are governed by and construed in accordance with the laws of the State of Illinois.

Dated this _____ day of _____, 20____.

VENDOR

WAUKEGAN PORT DISTRICT

Name: _____

Max Pekcan, General Manager

Title: _____

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EXHIBIT A

Bare Boat

- \$350 per boat per season or \$10.00 per foot of vessel length per season, whichever is greater.
- Entitled to one additional parking card.

6 Passenger

- \$350 per boat per season or \$10.00 per foot per season, whichever is greater
- Entitled to one additional parking card.

6 Passenger Fishing

- \$350 per boat per season or \$10.00 per foot per season, whichever is greater
- Entitled to one additional parking card.

20 Passenger

- \$1,500 per boat per season
- Entitled to one additional parking card.

Party Charter

- \$2,500.00 per boat per season
- Entitled to one additional parking card.

Sailing Instruction (Boat length under 27')

- \$350.00 per boat per season \$10.00 per foot for a season (Whichever is more)

Sailing Instruction (Boat length 27' and over)

- \$350.00 per boat per season \$10.00 per foot for a season (Whichever is more)

Personal Watercraft Rental

- \$300.00 per personal watercraft, per season.

Peer-to-Peer Boat Leasing

- \$350.00 per season

Land based Retail Shops

- \$350.00 per address/location, per season
- Entitled to two parking cards.

Commercial Boat Dealer/Broker

- \$350 per boat per season or \$10.00 per foot per season, whichever is greater
- Entitled to one additional parking card

Professional Marine Services (Private)

- \$350 per boat per season or \$10.00 per foot, per season, whichever is greater
- Entitled to one additional parking card

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EXHIBIT B

1. Workers Compensation Insurance with employer's liability coverage of not less than the amount required by the State of Illinois, but in no event less than five hundred thousand dollars (\$500,000.00); and
2. Commercial General Liability Insurance, including watercraft liability insurance and liquor liability insurance, with an Owner's Protective Liability endorsement against claims for bodily injury, death, or property damage occurring on, in, or about the Harbor or during operation of the Commercial Activity, with a minimum limit of two million dollars (\$2,000,000.00) combined single limit of liability for each occurrence, or in such amounts as may hereafter be agreed upon between the parties and as required by the District. Vendor's Commercial General Liability policy must protect the District against any and all liability created by reason of Vendor's conduct or activities incident to this Agreement, including, without limitation, special events, or resulting from any accident occurring on or about the roads, driveways, or other public areas, except for any liability created by reason of the gross negligence or willful misconduct of the District, or the District's officers, directors, employees, agents, representatives or independent contractors.

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EXHIBIT C

Other Requirements

- Unless otherwise specified, the above pertain to one boat and one slip only.
- No loading/unloading of passengers, cargo or other materials except at assigned slip or touch and go area designated for commercial use. Touch and go use is limited to 15 minutes and on a first-come, first-served basis.
- No Vendor may operate a commercial service boat within the Harbor between the hours of 10 p.m. and 7 a.m., the following day *without prior written authorization of the General Manager of the Harbor or his/her designee, which authorization may be withheld at the General Manager's or designee's sole discretion.*
- Vendor is responsible for the activity and conduct of their passengers, customers, and customers' guests at all times within the Harbor and on the District's property.
- Vendor is responsible for the use or misuse of Harbor parking passes or access codes given to passengers, customers, and customer's guests. Vendor may not charge any fee for the use or provision of Harbor parking passes or for providing access codes to anyone, including to Vendor's passengers, customers, or customers' guests.
- Vendor may not publish or otherwise disseminate any Harbor access code in any way other than directly to Vendor's customers. Vendor must inform all guests that the dissemination of any Harbor access code is prohibited.

Document*	Dealer	Bare Boat	6 Pass./ Fishing	20 Passenger	Party	Sailing Instruction	PWC	Peer to Peer
Application for Commercial Permit	X	X	X	X	X	X	X	X
\$1,000,000 liability insurance indemnification**	X	X	X	X	X	X	X	X
Illinois or U.S. Vessel Registration	X	X	X	X	X	X	X	X
Passenger Boat License			X	X	X	X		
Livery License/Rental Boat Stickers		X		X	X	X	X	X
U. S. Coast Guard Captain's License			X	X	X			
U. S. Coast Guard Certificate of Inspection				X	X			
Charter Boat Operators Permit			X					
Commercial Vessel Owners Permit					X			

* **All documentation must be current and valid for entire season or if documentation expires before the end of the season, updated documentation to cover remaining portion of season must be received prior to expiration of original documentation.**

****This is only for marine vessels and Waukegan Port & Marina must be Additional Insured on all policies.**

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