
SUNSET SAIL KEY WEST



Historic Vessel-Working Excursion RFP # 003-20

**CITY OF KEY WEST CAROLINE STREET AND BAHAMA VILLAGE COMMUNITY
REDEVELOPMENT AGENCY (CRA)**

**PROPOSAL FOR HISTORIC SCHOONERS WHEN AND IF AND
FREE SPIRIT - OPERATED BY CONCH WEST, INC DBA
SUNSET SAIL KEY WEST**

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SECTION 1: PROPOSAL REQUIREMENTS

INTRODUCTION

Sunset Sail Key West proposes a two-part response to RFP 003-20. Part 1 is operating Historic Schooner When and If during the winter season out of the Key West Bight, and part two is operating Classic Schooner Free Spirit for the summer season in conjunction with Reef Relief. As we take our role as the stewards of the historic vessel When And If very seriously, we cannot justify keeping this undeniable part of American maritime history in harm's way during hurricane season. In addition, the hot summer conditions are detrimental to an 80-year-old wooden vessel. It is for these reasons that all the vintage wooden sailing ships in Key West travel north for the summer. Our two-part response ensures the longevity of the Historic When and If while satisfying the proposal requirements for historic and educational schooners to operate out of the Key West Bight.



SUNSET SAIL KEY WEST

SETH SALZMANN

Owner of SUNSET SAIL KEY WEST and schooners
WHEN AND IF and FREE SPIRIT

PH: 305 587 3915

Email: sailing@sunsetsailkeywest.com

EXPERIENCE

For the love of Sailing

Seth Salzmann's Key West experience began at 13 years old. Having moved to the island with his family, Salzmann was quickly drawn to the docks. After school he would watch the charter boats come in from their afternoon fishing charters at Garrison Bight's Charter Boat Row, and before long he had convinced the captains and crew to let him wash down their fishing boats in exchange for a few dollars. His entrepreneurial spirit, coupled with his growing passion for all things boating, quickly developed into a busy routine - Key West Bight pre-dawn to wash a local schooner for \$5 paid to him by the crew, off to school, then to Charter Boat Row in the afternoon to wash the fishing boats, then back to Key West Bight in the evening to ride along and learn to sail onboard a schooner for the sunset sail.



A bright, idealistic character with a passion for sailing and seamanship blossomed into a career in the business of seafaring and yachting, along with a passion for passing on skills and opportunity to others. In just a few short years, Salzmann had become a constant on the waterfront at the Historic Seaport. He was featured on the front page article in *The Citizen* on May 31, 2000 for his love of sailing and admiration for the traditional ships, and was Citizen of the Day at just 16 years old. As all the Key West schooners set off for their New England summer tours, Seth joined them to work as a deckhand and broaden his sailing horizons. He was quickly promoted to first mate aboard the engineless, antique schooners that sailed in the

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windjammer passenger trade on the coast of Maine. This experience opened his eyes to the ways of the bygone era of the sailing cargo trade along the United States' East Coast, from Maine to Key West and the Caribbean. Enthralled with the history of sailing ships, he began to read about the history of the Florida Keys marine trade, from natives to fishermen and pirates, to the first Coast Guard revenue cutters, and salvage schooners, to the brave merchant schooners. This vision of Key West as a major hub of sailing ships from around the world drove his desire to share the city's sailing history with all the guests that he entertained in the modern-day sailing trade.

On completing his first trans-Atlantic crossing as first mate on a 115' expedition trawler, Seth felt sure of his future path as a sailor and educator. Once he earned his USCG 100 ton Captains license at 19 years old, he began captaining first *Schooner Wolf*, then moved on to sail training schooners in both the Bahamas and the Florida Keys. Sailing week-long charters with upwards of twenty-two Boy and Co-ed Sea Scouts was his first experience channeling his personable nature and natural talent for sailing into education. He spent many happy summers teaching sailing and seamanship to young adults, while introducing them to the delicate marine ecosystems of the Keys. So popular was Seth as a captain and educator, that years later he was invited to bring his own vessel, *Conch West*, onto the team with Florida Seabase, with whom he worked for four wonderful summers.

With a desire to gain as much experience sailing traditional vessels as he could, Capt. Seth was very hard pressed to say "No" to the many opportunities offered to him to sail both at home and abroad; alas, he had a deep desire to keep Key West his home base. Keen to strengthen his newfound roots, Capt. Seth was honored to accept his promotion to captain in the Conch Republic Navy, as well as his invitation to join the illustrious Key West Propeller Club.

In 2008, having seasoned in New England in the summers and Key West in the winters as captain of some of America's most historic and well-known sailing ships and yachts, Capt. Seth returned to Key West and purchased his first vessel. He renamed it *Conch West* after his

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adopted home, and she became the namesake for his corporation: Conch West, Inc. Using the skills he'd learned during his years at sea, and with the many resources his local friends and family offered, he began her restoration. In time, the twice-around-the-world sailing vessel *Conch West* was reborn. Fittingly, upon completion, her maiden voyage was with a Conch Republic Navy relief mission to Haiti following the devastating earthquake of 2010. Loaded with more than 4 tons of relief supplies and sailing in tandem with 4 other vessels, this mission delivered more than thirty tons of food, water purification devices and medical equipment to a small village in desperate need of help on Ile de le Gonave, Haiti.

In 2011, Capt. Seth founded Conch West, Inc. His new corporation would endeavor to create a company that would offer a real sailing experience to clients while providing a platform for local Key West residents to learn about their marine environment and hone their skills as sailors. To this day, the manifesto for Conch West, Inc. and its DBA, Sunset Sail Key West, is to act as a steppingstone into the marine industry with an emphasis on fine seamanship and business excellence in sailing and yachting for all its captains and crew. In 2012, with the early success of his new company, Sunset Sail Key West, Capt. Seth acquired the *S/V High Tide* and undertook a complete restoration -- self-funded through long hours and many day jobs -- of what had been Key West's first USCG certified sailing charter boat.

In the middle of *High Tide's* restoration, Capt. Seth was hired by a previous employer, who, having just purchased the historic 1939 wooden schooner *When And If*, was in need of a captain and project manager for the complete rebuild of the vessel. Accepting the job and juggling two restorations, one in New York and the other in Key West, he was a busy guy!

With *High Tide* nearing completion, Seth was able to lease dock space in the Key West Bight at Schooner Wharf Bar. On a rainy June 1st of 2013, Capt. Seth and a small group of friends launched the fully restored, Florida Keys-designed thirty-three foot sloop *High Tide*. Aug. 1, 2013 finally saw the vessel in service as a charter vessel and her bright kelly green hull and pretty appearance under sail have made her a favorite in the Bight ever since. *High Tide*, which

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was one of the first sailboats that introduced Seth to sailing, was now the flagship of Conch West, Inc. and a new tool in his mission to create and train some of the best sailors in Key West. Business was jumpstarted by the kind inclusion of a beautiful article in the



Key West Citizen's business section of August 13th, 2013. Aptly titled "Heart and Sail," the article touched many people and had the phone ringing non-stop.

Meanwhile, upon completion of *When And If's* restoration in New York, the owner no longer had a plan or the means to keep the vessel and decided to put her up for sale. Capt. Seth, knowing that there was much interest in these recently restored classic yachts in Europe, was afraid of the possibility of another American treasure being moved overseas and disappearing from American maritime culture. Seth's vision was to open *When And If* up to the public for day sails and tall ship festivals, in hopes of proving to a bank that she was a feasible business endeavor. The owner of *When And If*, aware of Seth's ambition, allowed him to execute a lease agreement on the yacht while she ran her first season, with first refusal to buy. It wouldn't be the last time a patron, full of admiration for Seth's passion and ambition in the maritime industry and knowing he would be an asset to any business, would offer a helping hand.

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In November 2015, *When And If* arrived in Key West under her new leaseholder. Unable to get a commercial slip downtown for the historic yacht, Capt. Seth leased space on Stock Island and began operating *When And If* in addition to his three other private charter sailing yachts in operation.

True to his vision, Seth took *When And If* on her first Tall Ships Great Lakes tour in 2016. He was not disappointed. The enthusiasm with which she was received was remarkable, and through every corner of the Great Lakes, people congratulated Seth on his grand ambition to preserve the American flag of this historic ship. One such admirer, having questioned Seth closely during his two-hour day sail, was so taken with his passion and vision that he made it possible for funds to become available through the bank where he had connections. At the last moment, Seth was able to call in his first refusal privileges against an offer on the table from a European gentleman who wished to relocate and reflag the yacht. With funding in place and the stroke of a pen, on the dock in Stock Island, Capt. Seth and his company became the fifth owners of the 80-year-old schooner yacht built for General Patton and designed by legendary American yacht designer John Alden.

Capt. Seth has never looked back, and Sunset Sail Key West has grown to become known for its commitment to excellence within the Key West charter fleet. With Seth at the helm and the company motto, "For the Love of Sailing," Sunset Sail Key West has become not only a company that provides an authentic experience to its guests, but also one that has developed dozens of sailors and paid the way for eight crew to gain their captains' licenses and go on to be great captains and stewards of Key West's rich sailing and maritime history.

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REFERENCES

JAMES K. SCHOLL

PH: 305 304 4379

Email: jsswats1@aol.com

Reference Letter attached appendix A, Page 19.

PAUL & EVALENA WORTHINGTON, SCHOONER WHARF BAR

PH: 305 292 1727

Email: schoonerwb@aol.com

Reference Letter attached appendix B, Page 20.

ALLEN MILLER, PEPE'S CAFE

PH: 207 841 6009

Email: pammyburke@icloud.com

Reference Letter attached appendix C, Page 21.

PROPOSED BUSINESS PLAN

DESCRIPTION OF OUR TWO-PART PROPOSAL

PART ONE

From November through May we will operate the schooner *When And If* in the Historic Seaport. We will offer both two-hour day sails and two-hour sunset sails. The *When And If* will offer shared experiences for up to twenty-eight passengers. As we have always done, we encourage passenger participation in raising the sails and taking the helm. Our crews are extremely well versed in the intricacies of sailing a traditional wooden schooner and are constantly engaging the passengers regarding what we are doing. It has always been our policy to interact with our passengers on a personal basis, rather than a canned narration. During the sail, our captain and crew point out the places of historic Key West interest. We pay special consideration to the historic significance of sailing vessels in Key West, as well as the roll New England boat builders played in both the boat building and home construction industries of the Keys.

In the summer months, *When And If* will continue her campaign of attending tall ship festivals on the East Coast of the United States and Canada. Thousands of people attend these festivals and visit the *When And If*, which sports her homeport of Key West on her transom.

PART TWO

From June through October we will operate the schooner *Free Spirit* in the slip occupied by *When And If* in winter months. *Free Spirit* is reminiscent of the types of shallow draft vessels built and used in Key West for fishing, sponging and transportation. These will be private charters for up to six passengers with a crew of two. We will have several programs to choose from.

Our tours are used to connect visitors to our beautiful ocean and surrounding environment. Sunset Sail Key West now wants to take this experience a step further and incorporate educational presentations into our tours. We believe that our guests will get more out of the

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sailing experience if they know background information on our marine ecosystems, why oceans are so important and what they can personally do to keep them healthy. We will focus on the history of our waterfront and back-country and the role sailing vessels played. Our goal is to have our passengers take home a better understanding of our environment and history.

In order to achieve this goal, Sunset Sail Key West is excited to partner with Reef Relief and use their resources as a way to strengthen educational programs on our sailing tours. Reef Relief is a non-profit organization dedicated to preserving and protecting coral reef ecosystems. Since 1987, Reef Relief has taken the lead on educating visitors, community members and students about our fragile marine environment. For the past 32 years, they have reached hundreds of thousands of people through their various education programs, social media platforms, and public environmental learning center.

We plan to have Reef Relief staff train our mates on the best ways to teach passengers about the local environment. We will also work together to create captivating presentations such as "Marine Ecosystems," "Oceanography," and "The Natural History of the Florida Keys". By working together, we can effectively spread awareness on pressing environmental issues and create an experience that is much more than just a snorkel trip or sunset sail.

Please refer to appendix D "Reef Relief Letter of Support" from Millard McCleary, the Executive Program Director of Reef Relief.



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Our guests may choose from several options for their excursions:

- The history of the Key West Waterfront
- The Natural History of the Keys
- Sponging in the Back-country
- Marine Ecosystems and Oceanography

SUMMARY DESCRIPTION OF BUSINESS PROPOSED

By proposing this two-part response, we believe it makes possible the opportunity to bring the historic schooner *When And If* to a new home in the Key West Historic Seaport while still offering a hands-on educational experience to our visitors in the summer months.

When And If is a true part of American maritime history, and she turns heads at every port she enters. Many seaports pay a handsome fee to have *When And If* at their docks for tall ship events, and she attracts large numbers of visitors everywhere she goes. Enabling *When And If* to take her place in the Key West Historic Seaport will certainly add to the attraction of our waterfront.



THE VESSEL'S

HISTORIC SCHOONER *WHEN AND IF*

Vessel name	WHEN AND IF
Vessel type	Schooner
Year completed	1939
Hull material	Wood
Length	63.5 FT
Breadth	15 FT
Depth	8 FT
Gross tonnage	30 GRT
Net tonnage	22 NRT

VESSEL'S HISTORY

When General (then Colonel) George S. Patton commissioned one of America's greatest designers to conceive a boat to be built by F.F Pendleton of Wiscasset, Maine in 1939, he had the ultimate ambition in mind: "*When the war is over, and if I live through it, Bea and I are going to sail her around the world.*" The designer, John Alden, had made his name as a builder of elite racing schooners that retained all their beauty and style while constantly winning the premier ocean races of the time. *When And If* was a new idea: a yacht which would maintain all her classic beauty and hold her own in recreational racing while being sturdy, comfortable, safe and luxurious enough to take a family on the voyage of a lifetime.

Long after the General's untimely death in 1945, *When And If* sails on. Having been maintained in impeccable condition, *When And If* remained in the Patton family until 1972 when the general's nephew, Neal Ayer, made a gift of the vessel to the Landmark School in Prides Crossing, MA, where she was the centerpiece of a sail training program for dyslexic children.

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In a storm in November of 1990, *When And If's* mooring line broke and she was driven onto the rocks. Although the damage was extensive, the structural integrity of the ship was unaffected. At that time, *When And If* passed back into private ownership, and during the course of the next three years, she was painstakingly rebuilt. In June of 1994 she was re-launched. Renowned broadcast journalist Walter Cronkite praised both her wonderful strength, as well as the great work of shipwrights Gannon and Benjamin in Vineyard Haven, MA -- the boatyard that brought her back to life.

Spending the next 17 years cruising the coast of the United States and occasionally racing in classic yacht regattas, *When And If* turned heads wherever she went. In early 2012, Doug Hazlitt purchased the *When And If* with plans to return the vessel to its original condition. Following an extensive two-year restoration, *When And If* was back in all her glory!

Currently owned and operated by Capt. Seth Salzmänn, this historic schooner is open to the public for daily sails out of Key West during the winter and Salem, MA for the summer. The *When And If* is not only in impeccable condition, she is fulfilling an important role in educating her guests on the importance of maritime history and the role these classic schooners played.



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CLASSIC SCHOONER *FREE SPIRIT*

Vessel name	FREE SPIRIT
Vessel type	Schooner
Year completed	1977
Hull material	Fiberglass
Length	31.5 FT
Breadth	10.8 FT
Depth	5.3 FT
Gross tonnage	9 GRT
Net tonnage	8 NRT

VESSEL'S HISTORY

The schooner *Free Spirit* is a thirty-three foot Lazy Jack schooner built in Pensacola, FL in 1977 and designed by famed designer Ted Brewer. Brewer achieved fame with the modifications of the successful 1962 America's Cup defender, *Weatherly*, and as the designer of Ted Turner's 1962 America's Cup 12-meter entry, *American Eagle*.



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Ted went on to design several notable schooners before designing the Lazy Jack series. His inspiration was the shallow draft Gulf Coast merchant schooners, with a versatile sail plan and shallow full keel with an extendable swing keel. He designed the Lazy Jack schooner to be an all-around everybody's schooner, capable of exploring the Gulf Coast from Mississippi to Key West, FL and the Florida Keys.

Reminiscent of the Bahamian and Greek sponging schooners with a Bermuda main and gaff foresail and low freeboard, the Lazy Jack schooner is ideal for sailing the back-country flats in search of sponge beds while being versatile and easy to handle short-handed.

Thirty-two Lazy Jack schooners were built, of which *Free Spirit* was hull #16 and Conch West, Inc. is its second owner.



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APPENDIX 1

REFERENCES

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LETTER OF SUPPORT

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PROOF OF INSURANCE

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SECTION 2: CONTRACT FORMS

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CONTRACT FORMS

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25 October 2019

James K. Scholl
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Key West, FL 33040
jsswats1@aol.com
(305) 304-4379

Subject: RFP #003-20 Reference Letter for Seth Salzmänn and Schooner When and If

The Schooner "When and If" is the perfect choice for selection in response to the Historic Vessel-Working Excursion Request for Proposal in the Key West Historic Seaport.

Since age 13, Captain Seth Salzmänn has worked on every type of vessel in and around Key West. He rapidly earned the respect of boat captains and business owners on the waterfront as he tirelessly worked his way up from a volunteer deckhand to one of the most experienced captains on the water today.

His world travels and constant seasonal presence as a Captain on local schooners Appledore, Liberty, Liberty-Clipper, Jolly Rover and Wolf as well as sailing vessels in the Caribbean and Atlantic have a provided him true mariner experience locally and internationally. Additionally, he has sailed relief supplies to Haiti with the Conch Republic Navy, operated a sail training vessel for Bahamas High Adventure Sea Base Boy Scout program, and is a member of the Propeller Club Board of Governors. He is the best example of a mariner dedicated to his community, the sea and to the education of future sailors.

Seth has captained the "When and If" since 2015 operating out of Stock Island and he has always wanted to have this historic treasure moored and operated out of the Key West Historic Seaport, where his sea adventure began as a teen. He is most deserving of this opportunity.

Since I've known Captain Seth Salzmänn I can attest that he is a perfectionist, a consummate professional and a gentleman. His keen attention to every detail and constant efforts to meticulously maintain his vessel coupled with his positive demeanor and ability to interact with customers, guests and crew are the finest qualities of a successful captain. There is no better choice for the City than to select the Schooner When and If and her Captain Seth Salzmänn for addition to the Key West Historic Seaport.



J. K. Scholl



202-R William Street • Key West, Florida 33040 • 305-292-3302 • Fax 305-292-1727 • SchoonerWharf.com

Bight Board Members,

This letter is in support of Seth Salzmann and his Company, Sunset Sail Key West in their response to RFP # 003-20.

Bringing historic vessels to the bight has been a major part of our vision ever since we arrived in Key West with our schooner Defiance and began the transformation of the seaport from a rowdy shrimping dock to a tourist destination and the hub of community events.

We have known Seth since he was a very young man learning his trade on the docks of Key West Bight. We watched him develop into one of the most respected sailors in Key West and the entire East Coast. Seth and his family have been an active part of the Key West community participating in myriad seaport events such as the Lighted Boat Parade, the Wreckers Race series, the Minimal Regatta and much more. In addition, they are always ready to help people in need spearheading fund raisers, as well as contributing watersport prizes for Schooner Wharf community events.

Sunset Sail Key West has been a tenant on our docks at Schooner Wharf Bar with the sloop High Tide since May 2013. They have always paid their rent on time and conducted their business with the upmost professionalism.

Sincerely,

Evalena and Paul Worthington

10/18/19

To whom it may concern,

My name is Allan Miller. I owned and ran Pepe's Cafe for 38 years, the last 20 years with my wife, Pam Burke who, like Seth, is a schooner captain. She has been sailing with Seth since he was a young teen. We are writing a letter of recommendation for our friend, Seth Salzmnn, who we know to be honest and persistent in all endeavors. Seth's charters have, for many years, made visitors feel welcome, and has added much to their Key West experience.

We have talked with dozens of folks who thanked us for recommending a sail on schooner "When & If", and said it was a high point of their visit to Key West. He has proven himself to be capable of honoring a lease as well as treating his help with respect and generosity. He has rented dock space in Key West for many years.

Seth is known as a top-notch sailor, as well as having a good business and handling of all the details that come with running a successful charter business in Key West. The schooner "When & If" was built in 1939 for General George Patton; the vessel, like Key West, has a rich and colorful history. We feel it would be a welcome addition to the Key West waterfront.

We both would feel secure doing business with Seth and his wife, Jenny, who is also an impressive person and a key part of Seth's business. Please accept this recommendation and feel free to call Allan or Pam at 207-841-6009.

Sincerely Yours,

A stylized handwritten signature in blue ink, consisting of a large 'A' followed by a horizontal line.A handwritten signature in blue ink that reads "Capt. Pam Burke".

Allan Miller & Captain Pam Burke



*a nonprofit membership organization dedicated
to improving and protecting our coral reef ecosystem*

Post Office Box 430, Key West, FL 33041 • reefrelief@gmail.com www.reefrelief.org
Reef Relief Headquarters & Environmental Center 631 Greene Street, Key West, Florida • Tel: 305-294-3100 • Fax: 305-293-9515

October 22, 2019

To whom it may concern,

Please consider this a letter of support for the request for proposal that includes conducting an extension of Reef Relief's education program. This includes marine ecosystem talks and demonstrations on trips with Sunset Sail Key West.

We feel this to be an excellent opportunity to enhance Reef Relief's mission and goals.

Please contact us with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Millard McCleary". The signature is fluid and cursive, with the first name "Millard" being more prominent.

**Millard McCleary
Executive Program Director**



UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME WHEN AND IF HAILING PORT NEWPORT RI		OFFICIAL NUMBER 238123	IMO OR OTHER NUMBER NONE	YEAR COMPLETED 1939	
GROSS TONNAGE		NET TONNAGE	LENGTH	BREADTH	DEPTH
30 GRT		22 NRT	63.5	15.0	8.0
PLACE BUILT		WISCASSET ME			
OWNERS WHEN AND IF LLC COMPRISED OF ONE MEMBER		OPERATIONAL ENDORSEMENTS RECREATION REGISTRY COASTWISE			
MANAGING OWNER WHEN AND IF LLC 7009 SHRIMP ROAD PO BOX 775 KEY WEST FL 33041					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE FEBRUARY 06, 2019		THIS CERTIFICATE EXPIRES FEBRUARY 29, 2020			
		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			



22585548522



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 23 Jun 2015
Expiration Date: 23 Jun 2020

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name WHEN AND IF	Official Number 238123	IMO Number	Call Sign WDI8019	Service Passenger (Inspected)		
Hailing Port NEWPORT, RI UNITED STATES	Hull Material Wood	Horsepower 160	Propulsion Auxiliary Sail			
Place Built WISCASSET, ME UNITED STATES	Delivery Date 15Dec1939	Keel Laid Date	Gross Tons R-30 1	Net Tons R-22 1	DWT	Length R-63.5 10
Owner WHEN AND IF LLC 7009 SHRIMP ROADPO BOX 775 KEY WEST, FL 33041 UNITED STATES		Operator CONCH WEST INC. PO Box 775 Key West, FL 33041 UNITED STATES				
This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.						
1 Masters	0 Licensed Mates	0 Chief Engineers	0 Qual. Member Eng. Depts			
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	0 Oilers			
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	0 Crew Members			
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers				
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers				
0 Mate First Class Pilots	2 Deckhands	0 Non Licensed Engineer Dept				
In addition, this vessel may carry 32 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 35						
Route Permitted And Conditions Of Operation: ---Lakes, Bays, and Sounds plus Limited Coastwise--- Atlantic Ocean and Gulf of Mexico between Caesar Creek, Key West, and Everglades City (Lopez River), Florida, not more than 20 nautical miles from a harbor of safe refuge. The maximum authorized passenger count shall be determined by the following: Limited Coastwise (*Cold Water) 22 passengers and 25 total persons. Limited Coastwise (Warm Water) 32 passengers and 35 total persons. Within three (3) miles from shore (*Cold Water) 32 passengers and 35 total persons.						
SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION						
With this Inspection for Certification having been completed at Philadelphia, PA, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR DELAWARE BAY certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.						
Annual/Periodic/Re-Inspection				This American Certificate issued by:		
Date	Zone	A/P/R	Signature	A. R. BENDER, CDR USCG By Direction		
06Jul2015	MSD CpeCod	R	Easley Jr. Ronald	Officer in Charge, Marine Inspection		
13Nov2015	SEC HamptnRds	A	SVENCER MARK	Key West, Florida		
03May2016	SEC KeyWest	A	BAETEN JOSHUA	Inspection Zone		
01 MAY 2016 Sector Key West A Adam [Signature] LT						



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 23 Jun 2016
Expiration Date: 23 Jun 2020

Certificate of Inspection

Vessel Name: WHEN AND IF

* All areas north of the following locations shall be considered Cold Water during the periods specified. Cold Water means a monthly mean low water temperature of 59 degrees Fahrenheit or less:

Cape Charles, VA 01 NOV - 31 MAY
Cape Hatteras, NC 01 DEC - 30 APR

If the vessel is away from the dock, or passengers are on board or have access to the vessel for more than 12 hours in any 24 hour period, an alternate crew shall be provided and the number of passengers shall be decreased accordingly so that the total persons on board does not exceed 35.

The vessel is limited to daylight operations only while under sail.

Master's license must have an Auxiliary Sail endorsement.

The minimum number of child-size life preservers required is four (4). Additional child-size life preservers shall be provided as needed for the vessel to have an approved life preserver suitable for each person on board weighing less than 90 pounds.

When operating as a recreational vessel, the alternative requirements of 46 CFR 176.114 apply and the vessel is restricted to the carriage of 12 or less total persons. The provisions of 46 CFR 185.203, Notice of Hazardous Conditions, must still be followed.

---Hull Exams---

	Completion Date	Next Exam Due	Signature
Drydock / Internal Structural Exam	-----	-----	-----
Drydock / Internal Structural Exam	-----	-----	-----
Drydock / Internal Structural Exam	-----	-----	-----

The spar was last un-stepped in May 2015. Spar must be un-stepped and presented for inspection at the 2025 credit drydock.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Dec2017	11Dec2015	31Oct2013
Wood Hull Fastener	31Oct2018	31Oct2013	30Jun2011
Internal Structure	31Dec2017	11Dec2015	31Oct2013
Wood Keel Bolt	31Oct2018		

---Stability---

Type	Issued Date	Office
Book	None Valid	
Letter	19 Jun 2015	Buffalo

---Lifesaving Equipment---

Total Equipment for 35 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 35
Lifeboats (Port)	0	0	Life Preservers (Child) 4
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0



Certificate of Inspection

Vessel Name: WHEN AND IF

Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	1	25	Equipped With EPIRB?	YES

--- Fire Fighting Equipment ---

Fixed Extinguishing Systems

Location	Type	Capacity
ENGINE ROOM	Halocarbon (Formerly: FM 200, FE241)	450 Cubic Foot

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
2	A-II
1	B-I
1	B-II

---Certificate Amendments---

Unit Amending	Amendment Date	Amendment Remark
Sector Key West	16Jun2016	COMPLETED CREDIT DRYDOCK AND INTERNAL STRUCTURAL EXAM.
Sector Key West	28Apr2017	Updated routes and conditions.

END



UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME FREE SPIRIT		OFFICIAL NUMBER 585018	IMO OR OTHER NUMBER THB000150277	YEAR COMPLETED 1977	
HAILING PORT KEY WEST FL		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE	NET TONNAGE	LENGTH	BREADTH	DEPTH	
9 GRT	8 NRT	31.5	10.0	6.3	
PLACE BUILT SEAFORD HARBOR NY					
OWNERS CONCH WEST INC		OPERATIONAL ENDORSEMENTS RECREATION FISHERY REGISTRY COASTWISE			
MANAGING OWNER CONCH WEST INC 7009 SHRIMP RD PO BOX 775 KEY WEST FL 33040					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE MAY 15, 2019		 Chairman H. W. Walker DIRECTOR NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES APRIL 30, 2020					

2188888122

Mail To
CONCH WEST INC
PO BOX 778
KEY WEST, FL 33041-0778

FLORIDA VESSEL REGISTRATION

CO/AGY 38 / 1

T# 1082864787
B# 1168226

PL/DO # DO6885016 DECAL 07032665 Expires Midnight Tue 8/30/2020

YR/MK	1977/LAZY JA	BODY	VS			Reg. Tax	81.75	Class Code	100
HIN	THB00160277					Int. Reg.		Tax Months	12
H/I.I.	FBGLSS	PROPUL	INBRD	TITLE		County Fee	40.38	Back Tax Mos	
USE	CM CHRTR	TYPE	AXSAIL	FUEL	DIESEL	Mail Fee		Credit Class	
DL/FEID	800709834-01			LENGTH	31'6"	Sales Tax		Credit Months	
Date Issued	4/11/2019	ENG DRIVE				Voluntary Fees			
		ST OPER				Grand Total	122.13		

CONCH WEST INC
PO BOX 778
KEY WEST, FL 33041-0778

IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.



SCHOW-1

OP ID: JS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Robinson & Son, LLC
P. O. Box 432
Hudson Falls, NY 12839
Robinson & Son LLC

CONTACT NAME: James B. Robinson**PHONE**
(A/C, No. Ext): 518-746-9230**FAX**
(A/C, No): 518-746-9234**E-MAIL ADDRESS:** james@robinsonandson.net**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** StarNet Insurance Company

40045

INSURER B: Water Quality Ins Syndicate**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED Schooner When and If, LLC
& Conch West, Inc.
PO Box 775
Key West, FL 33041

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HULL/PROTECTION & INDEMNITY	X	BOUM-M-19-0138	06/18/2019	06/18/2020	SEE BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO ACTUAL POLICY CONDITIONS.
SUBJECT OF INSURANCE: S/V WHEN AND IF
AGREED VALUE: \$650,000
HULL DEDUCTIBLE: \$5,000
SEE NOTEPAD

CERTIFICATE HOLDER

CANCELLATION

CITYKEY

City of Key West
201 William Street
Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robinson & Son LLC

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NOTEPAD

INSURED'S NAME Schooner When and If, LLC

SCHOW-1
OP ID: JS

PAGE 2
Date 09/25/2019

PROTECTION & INDEMNITY LIMIT: \$1,000,00 COMBINED SINGLE LIMIT, DEFENSE
WITHIN LIMITS.

CREW COVERAGE PER SP-23.

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON PROTECTION &
INDEMNITY, AS THEIR INTEREST MAY APPEAR, PER WRITTEN CONTRACT.

VESSEL POLLUTION PER WQIS COVER POLICY #52-26932; EFFECTIVE 6/18/19 -
6/18/20; LIMIT \$1,000,000 EACH OCCURRENCE PER OPA AND CERCLA, WITH
AGGREGATE LIMITS OF \$100,000 FOR CRIMINAL DEFENSE AND \$1,000,000 FOR FINES
AND PENALTIES.

Underwritten by:
GEICO Marine Insurance Company

Charter Boat Policy

BOATU.S. AGENCY
PO. BOX 22381
ALEXANDRIA, VA 22304
800-283-2883

DECLARATIONS PAGE

Named CONCH WEST
Insured C/O SETH SALZMANN
and P.O. BOX 775
Address KEY WEST, FL 33041

Policy No. CBT1007434-03 REN

Policy Period: From 12/24/2018 to 12/24/2019 beginning and ending at 12:01 A.M. at the address of the Insured on this page.

Company: **GEICO INSURANCE COMPANY**

Upon the Yacht: 1977 FREE SPIRIT 33 SAILBOAT THB000150277
YEAR MANUFACTURER LENGTH TYPE IDENTIFICATION NUMBER

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN			
	COVERAGES	AMOUNT OF INSURANCE/LIMITS	PREMIUM
A	Hull and Equipment	Amount of Insurance and Agreed Value	\$20,000 Incl
A1	Emergency Service	Each Incident	\$1,000 Incl
B	Boating Liability Protection & Indemnity	Liability Limit Each Accident, Bodily Injury & Property Damage	\$1,000,000 Incl
B1	Fuel and Other Spillage Liability	Limit Each Accident	\$939,800 Incl
C	Longshore and Harbor Workers Compensation	Limit of Liability	Statutory Incl
D	Medical Payments	Limit Per Person Each Accident	\$25,000 Incl
E	Boat Trailer	Amount of Insurance and Agreed Value	N/A Incl
F	Personal Effects	Amount of Insurance	\$5,000 Incl
G	Uninsured Boater	Limit Each Accident	\$1,000,000 Incl

FORMS AND ENDORSEMENTS made a part of this Policy at time of issue:

C075 C013 C084 R039 G054

Total Premium	\$1,669.00
State Taxes/Fees	\$0.00
Net Annual Premium	\$1,669.00

DEDUCTIBLES: \$750

Applicable to Boat and Boating Equipment. If your boat is located in coastal states of North Carolina through Texas inclusive, the Bahamas, Caribbean or Mexico at the time of the loss, the Named Storm deductible applied to each partial or total loss will be the deductible shown on the Declarations Page or 10% of the amount shown for Coverage A on the Declaration Page, whichever is greatest.

\$100

Applicable to Boat Trailer, Coverage "E" only

\$100

Applicable to Personal Effects, Coverage "F" only

CRUISING LIMITS: While afloat, warranted the insured Yacht shall be confined to the waters indicated below:

(There is no coverage outside of this area without the Company's written permission.)

Atlantic and Gulf Coastal waters of the U.S., and Pacific Coastal waters between Cape Scott, Vancouver Island and Point Banda Mexico, and inland waters tributary thereto.

Loss, if any, payable to Named Insured and the Loss Payee printed below, as their interests may appear.

Countersigned this date

Agent

FLDECCB 03 14

INSURED COPY

Page 1 of 1

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name HIGH TIDINGS INC
Location Addr 202 WILLIAM ST
Lic NBR/Class 28356 CHARTER BOAT
Issued Date 9/29/2019 Expiration Date: September 30, 2020

CHARTER BOAT FOR UP TO 6 PASSENGERS

Comments: HIGH TIDE (VESSEL)

Restrictions: DO602789 (06/30/2019)

HIGH TIDINGS INC
HIGH TIDE (VESSEL)
PO BOX 775
KEY WEST, FL 33041

This document must be prominently displayed.

SALZMANN, SETH

**2019 / 2020
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2020**

Business Name: SUNSET SAIL KEY WEST

RECEIPT# 47140-116035

Owner Name: CONCH WEST INC, SETH SALZMANN
Mailing Address: P O BOX 775
KEY WEST, FL 33041

Business Location: 7009 SHRIMP RD
KEY WEST, FL 33040
Business Phone: 305-587-4488
Business Type: CHARTER BOATS, TOURS & WATERSPORTS
RENTALS (SAILING CHARTERS)

Employees 5

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 000-18-00027721 07/23/2019 22.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2020**

Business Name: SUNSET SAIL KEY WEST

RECEIPT# 47140-116035

Owner Name: CONCH WEST INC, SETH SALZMANN
Mailing Address: P O BOX 775
KEY WEST, FL 33041

Business Location: 7009 SHRIMP RD
KEY WEST, FL 33040
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Business Type: CHARTER BOATS, TOURS & WATERSPORTS
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Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 000-18-00027721 07/23/2019 22.00

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

SETH SALZMANN

By: *Seth Salzman*

Sworn and subscribed before me this

21 day of OCT, 2019
2018.

Shayenne L Barnett
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/07/2022

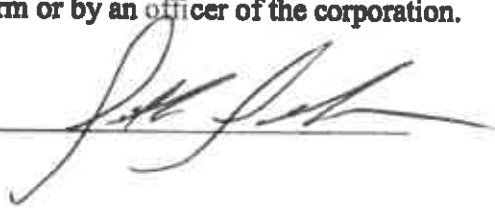


ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
) SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: SETH SALZMANN



Sworn and subscribed before me this 21 day of October
~~2018.~~ 2019

NOTARY PUBLIC, State of FL at Large

My Commission Expires: 08/07/2022



SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for RFP # 003-20
HISTORIC VESSEL - WORKING EXCURSION

2. This sworn statement is submitted by CONCH WEST INC.
(Name of entity submitting sworn statement)

whose business address is 7009 SHRIMP RD. KEY WEST, FL

and (if applicable) its Federal Employer Identification Number (FEIN) is
80-0709834

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement)

3. My name is SETH SALZMANN, PRES. CONCH WEST INC.
(Please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted VENDOR list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted VENDOR list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted VENDOR list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted VENDOR list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)
10/21/2019.
(Date)

STATE OF Florida

COUNTY OF Monroe

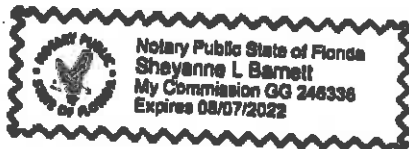
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Seth Salzman who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 21 day of October, ²⁰¹⁹~~2018~~.

My commission expires: 08/07/2022

Shyanne L. Barnett
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the **VENDOR** expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by **VENDOR** or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the **VENDOR** or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: CONCH WEST INC.
P.O. Box 775 KEY WEST FL
Address [Signature]
Signature SETH SALZMANN
Print Name PRESIDENT
Title

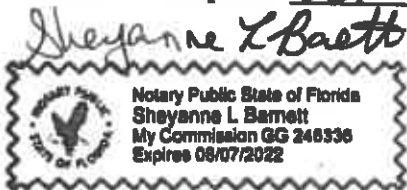
SEAL:

DATE: 10/21/2019

Sworn and subscribed before this 21 day of October, 2019

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 08/07/2022



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of CONCH WEST INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature] PRES.
CONCH WEST INC.

Sworn and subscribed before this 21 day of October, 2019

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 08/07/2022



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CONCH WEST INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

By: [Signature] SETH SALZMANN PRES. CONCH WEST INC.

Sworn and subscribed before me this

21 day of October 2019.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/07/2022



KEY WEST BIGHT COMMERCIAL DOCKAGE AGREEMENT

This Agreement is made between the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter referred to as "CRA"), and the person or entity named below (hereinafter referred to as "Owner").

Owner is identified as follows:

D.L. # 5425-781-84-186-0

Name(s): CONCH WEST INC. (SETH SALZMANN PRES.)

Home Address: P.O. BOX 775

Home Phone: 305-587-4488

City and State: KEY WEST, FL

Cell Phone: 305-587-3915

Business Address: 7809 SHIMP RD

Business Phone: 305-587-4488

City and State: KEY WEST, FL

Emergency contact: JEFF SALZMANN

Corporate documents furnished YES

Partnership documents furnished 305-587-4488

Notice Address (if blank then same as above):

Home Address: _____

Home Phone: _____

City and State: _____

Cell Phone: _____

Type of Vessel: Commercial (describe) SCHOONER

Name of Owners Representative (if any): JEFF SALZMANN (MANAGER)

Address: 724 OLIVIA ST.

Home Phone: 207-230-4026

City and State: KEY WEST, FL

Cell Phone: " "

Name of Vessel: WHEN AND IF

Overall length: 80' Beam: 15'6" Draft: 8'6"

Registration: 238123 Documentation: USCG

Type: P _____ Gas _____ Diesel X

Carrier of Insurance on Vessel: ROBINSON AND SONS LLC

Address: 144 RIVER ST HUDSON FALLS, NY 12839

In consideration for the covenants and conditions hereinafter set forth, CRA and Owner agree as follows:

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as HISTORIC VESSEL EDUCATION EXCURSIONS. Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owners vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owners vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space to be used by Owner is identified as berth _____ on Pier _____ in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Marina Manager of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels.

3. Term

The term of this agreement shall commence on the _____ day of _____, 201_, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use

CRA shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the marina for more than 24 hours duration shall notify the CRA's dockmaster at least 24 hours in advance of departure.

5. Rental Rate