RESOLUTION NO. 24-228

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "USE AGREEMENT" BETWEEN THE CITY OF KEY WEST AND AMERICAN CRUISE LINES, INC. FOR USE OF THE MALLORY T-PIER FOR A PERIOD OF THREE YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 22-073, the City Commission directed that only smaller capacity ships be allowed to dock at the Mallory T-Pier; and

WHEREAS, in Resolution No. 23-279 the City Commission approved a "Res. 22-073 Compliant Ship Fee Letter," setting forth fees to be paid by smaller capacity ships calling at Mallory T-Pier; and

WHERAS, American Cruise Lines ships meet the size and passenger limits specified in Resolution 22-073, and American Cruise Lines wants to call on Key West at the Mallory T-Pier; and

WHEREAS, ships calling on the Mallory T-Pier will have a positive economic impact on the City and on local businesses; and

WHEREAS, a "Use Agreement" with a term of three (3) years between the City and American Cruise Lines would allow the City, local businesses, and the cruise line to plan itineraries and longer-term investments; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached "Use Agreement" between the City and American Cruise Lines, Inc. for port calls at the Mallory T-Pier, for a period of three years, with a renewal option, is hereby approved.

Section 2: That the City Manager is authorized to execute any related documents, upon consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 12th day of September, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 30th day of September, 2024.

Filed with the Clerk on September 30, 2024.

Mayor Danise Henriquez	No
Vice Mayor Sam Kaufman	Yes
Commissioner Lissette Carey	No
Commissioner Monica Haskell	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Donie Lee	Yes
Commissioner Clayton Lopez	No

DANISE HENRIQUEZ, MAYOR

ATTEST:

KERI O'BRIEN, CITY CLERK

#23
24-5815

MEMORANDUM

Date: September 12, 2024

To: Honorable Mayor and City Commission

Via: Todd Stoughton
Interim City Manager

From: Steve McAlearney
Interim Assistant City Manager

Subject: Approving a 3-year agreement, with a 3-year option, with American Cruise Lines, Inc. for use of the Mallory T-Pier (File 24-5815)

Introduction
Resolution approving a 3-year agreement, with a 3-year option, with American Cruise Lines, Inc. for use of the Mallory T-Pier.

Background
On March 10, 2022, the City Commission passed a resolution defining a cruise ship as a vessel with the capacity to carry 500 or more individuals (passengers and crew). Additionally, the Commission directed that all cruise ships be directed away from City owned or controlled property, and conveyed intent that all cruise ships be docked at Pier B. The effect of Resolution 22-073 was that only smaller capacity ships (less than 500 passengers and crew) would be able to dock at the City owned Mallory T-Pier.

American Cruise Lines, during the CY23/24 winter season, successfully included port calls on Key West as a key attraction of a multi-night cruise originating in St. Petersburg, Fl. At 241 feet in length and carrying 109 guests and 50 crew, American Cruise Lines vessels *Glory* and *Legend*, meet both the requirements of Resolution 22-073 and the spirit of the referendum passed by the public.

American Cruise Lines' Key West port visits averaged 34 hours. Their vessels left the pier 45 minutes prior to sunset and returned 45 minutes after, both complying with the City's submerged lands lease and accommodating the Sunset Celebration.

American Cruise Lines is nine months into their initial two year agreement. This longer term agreement will allow them to finance the construction of their new *Patriot* class of ships. The *Patriot* class ships, at 248-feet overall and with a 125 passenger maximum, fall well within the limits of Resolution 22-073 for use of the Mallory T-Pier.

The City has received extremely positive feedback from multiple local businesses regarding the economic impact American Cruise Lines port calls have generated in the short time they have called on Key West.

This long term contract will enable construction of the slightly larger *Patriot* class ships, which will increase the current economic impact of American Cruise Lines for both the City and local business.

Additionally, in September 2023, via Resolution 23-242, the City renewed an agreement with the Ocean Key Resort and Spa that had initially been enacted in 1989. This agreement states that no vessel greater than 541 feet at the waterline will dock at the Mallory T-Pier. Should Resolution 22-073 ever be overturned, the 514 foot limit excludes most passenger vessels that carry more than 500 passengers plus crew, making the steady service of American Cruise Lines even more valuable.

Procurement

American Cruise Lines will pay a $100,000 reservation rights fee the first year, and a $200,000 annual fee for years two, three and any option year, for 24-month rights of first refusal for the pier. Expected annual income to the City for years 2, 3 and any option year is over $500,000.

Recommendation

The City Manager's Office recommends approving a 3-year agreement, with a 3-year renewal option, with American Cruise Lines, Inc. for use of the Mallory T-Pier.

MALLORY SQUARE DOCK USE AGREEMENT

This Use Agreement (the "Agreement") is made on this 7th day of October, 2024 ("the Effective Date") between the City of Key West (hereinafter referred to as "CITY") and American Cruise Lines, Inc., a Delaware corporation (hereinafter described as "USER").

1. USER Identification

The USER is identified as follows:

Name: American Cruise Lines, Inc.
Address: 741 Boston Post Road, Suite 200, Guilford, CT
Corporate Officer or Managing Partner: Charles Robertson
Telephone Numbers: 203-453-6800 / 203-453-7394
USER's Representative: JR Gamby
Telephone Numbers: 203-453-6800 / 203-909-2103
In case of emergency contact: Duty On-Call
Telephone number: 203-453-6800 / 475-227-6857

This Use Agreement is applicable to all passenger vessels operated by USER as set forth in Addendum A, attached; it being understood and agreed that there may be vessels substituted on a temporary basis to accommodate repairs to the scheduled vessels set forth in Addendum A, so long as any vessel calling on Key West complies with City of Key West Resolution 22-073. It is also understood and agreed that from time to time during the term of this agreement, Addendum A may be amended to reflect any replacement vessels, or additional vessels as herein provided for, so long as the total linear footage of the scheduled vessels does not decrease, provided however that in no instance shall USER exceed the vessel/ship limits in City of Key West Resolution 22-073. The CITY shall assign docking times and locations that will meet the arrival and departure times per the scheduled routes operated by the vessels identified in Addendum A and any substituted or replacement vessels as aforesaid. The CITY acknowledges that the times may vary daily and will accommodate fluctuations in the vessels docking times that best serve the overall operation of the USER schedule and the Facility so long as in no instance shall USER'S vessels/ships be moored at Mallory Square during the nightly Sunset Celebration as outlined in this Agreement.

2. Use of Facility

USER agrees to use the Key West Mallory Square T-Pier ("the Facility") to dock any and all passenger vessels operated by USER and operating in Key West. In the event that USER wants to use the Facility to operate international routes, an amended agreement must be entered into that may be subject to different terms and conditions.

CITY warrants that the seawall, docks, piers, walks, gangways, ramps, mooring gear and/or electrical and water services (if available) are fit for their intended use. CITY shall repair and maintain the Facility at its sole cost and expense, however damage and associated repair costs attributable to USER'S use of the Facility shall be the responsibility of USER, normal wear and tear excepted. In the event that CITY shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Facility then the same shall be made by CITY with reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with USER'S use of the

Facility, such interference shall relieve USER from the performance of its obligations hereunder until such time when reasonable use is restored. However, it shall not be deemed an actual or constructive eviction or partial eviction unless previously agreed to between the parties. During such times, CITY shall use its best efforts to locate a suitable facility whereby USER can dock for purposes of loading and unloading passenger so as to minimize any disruptions to USER's schedule. All such repair and maintenance shall: (a) result in maintenance of the Facility in strict conformity with the requirements of all applicable authorities, and (b) include such repairs and maintenance as required to maintain the Facility in an aesthetically pleasing manner.

USER shall have reservation rights over all other T-Pier users, so long as USER submits reservations 24 months in advance and has paid the annual Reservation Rights fee as described in Addendum B.

This use of dock space shall in no way constitute a tenancy and is not governed by Chapter 83 of the Florida Statutes.

3. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of this Agreement as CITY may request, USER shall furnish to CITY for its review an original or certified copy of proof of ownership of the vessel. This proof shall consist of an original or certified copy of either a state-registered title to the vessel or documentation by the U.S. Coast Guard or foreign sovereign. USER agrees to give CITY prior written notification of any change of ownership of the vessel during the term of this Agreement. Except with respect to a sale or other transfer of interests in USER between the persons or entities who own interests in USER on the Effective Date any USER shall notify CITY of any sale or transfer of any such interests. The sale or transfer of a controlling interest in USER (except with respect to a sale or other transfer of interests in USER between the persons or entities who own interests in USER on the Effective Date) to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West City Commission. If USER is leasing or otherwise operating the vessel, proof of authority to lease or operate the vessel shall be provided to CITY.

4. Changes in Information

USER agrees to deliver to CITY written notice of any change in any of the information furnished by USER in this Agreement or in Addendum A within fifteen (15) days of the change.

5. Mallory T-Pier

It is understood that USER will be docking its vessels at the Facility for 34 (thirty-four) hours, plus or minus. Within that 34-hour period, USER is required to vacate the Facility forty-five minutes prior to sunset each day, and may return and be moored 45 minutes after sunset. Exceptions to the requirement to depart for sunset will be made on the rare occasions where it is determined that the weather makes is unsafe to do so. Daily sunset time to be determined by the National Weather Service.

6. Term

The term of this Agreement shall be for three (3) years from the Effective Date, with the option of a three (3) year renewal. To exercise the option, USER must provide notice to CITY at least 6 months prior to the expiration of the initial term. This Agreement may only be renewed by Resolution of the City Commission for the City of Key West.

[Ship schedule submitted through spring 2027 is confirmed]

7. Rates
Rates will be in accordance with the "American Cruise Lines Agreement Fee Structure" letter dated September 12, 2024, and attached here as Addendum B. Passenger counts will be determined by the number indicated on the Persons on Board report, which USER will provide to CITY within eight hours of arrival.

8. Other Charges
USER shall contract directly for all other charges, including security, garbage, parking, deliveries, or any other service usually provided by a ship's agent.

9. Payment
All monies due under this Agreement shall be paid to City of Key West, c/o Key West Port and Marine Services Department, 201 William Street, Key West, Florida 33040.

10. Notices
Notices required to be delivered pursuant to this Agreement or by law shall be sent by certified mail return receipt requested and by regular United States mail, or by nationally recognized overnight delivery service (e.g. UPS, Federal Express) as follows:

To:
Director of Port Operations
City of Key West
201 William Street
Key West, FL 33040

Copy to:
City Manager
City of Key West
P.O. Box 1409
Key West, FL 33041-1409

To:
Charles Robertson
American Cruise Lines, Inc.
741 Boston Post Road, Suite 200
Guilford, CT 06437

Copy To:
Alston Ludwig
Brunini Attorneys at Law
P.O. Drawer 119
Jackson, MS 39205

Notices shall be deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery.

11. Utilities
USER shall pay for the actual metered or prorated cost of water.

12. CITY Advertising
USER agrees to provide each passenger with material furnished by the CITY listing services available at the Key West Bight or at City of Key West Facilities.

13. Remedies

13.1 CITY Remedies
If USER's vessel is using the Facility and fails to vacate the dockage space as scheduled or if this Agreement is terminated and USER's vessel remains at the Facility without permission of CITY, CITY, with written notice to USER and with a reasonable opportunity to cure, shall have the right at its option:
a) To board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of CITY both the vessel and any other personal property of USER found in or adjacent to the dockage space. The vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of CITY, and USER hereby designates CITY as its attorney-in-fact

for the purpose of acting in its place for purposes of such removal and relocation, and further agrees that CITY and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. USER hereby releases and relieves CITY and its designee(s) from loss or damages occurring during such removal. USER further agrees to pay all costs incurred by CITY in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and

b) To pursue any remedy provided by state or federal law; and

c) To use any proceedings for documented vessels as authorized pursuant to Federal law, including but not limited to arrest of the vessel and sale pursuant to Court Order.

13.2 USER Remedies

a) To terminate this Agreement as provided for in Section 31; and

b) To pursue any remedy provided by state or federal law.

14. Lien, Attorneys Fees

In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder. USER agrees that CITY shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of CITY caused by USER or the vessel.

15. Sanitation Device

USER's vessels shall contain marine sanitation devices with current U.S. Coast Guard approval for marine use. The devices shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to comply strictly with the provisions of this Section shall be a default under this Agreement. Upon advanced written notice to USER and a time mutually agreeable to the parties, CITY reserves the right to board and inspect USER's vessel while docked at the Facility to determine compliance. Each vessel must conform to the laws of the State of Florida in regard to marine sanitation and Section 82-41 of the Key West Code of Ordinances regulating discharge of waste into waters of the City of Key West.

16. Assignment

USER's and CITY's rights under this Agreement shall neither be assigned, transferred, nor sublet to another operator without the prior written consent of the CITY or USER which consent shall not be unreasonably withheld, conditioned or delayed.

17. Indemnification

USER agrees to indemnify and hold harmless the CITY and the City of Key West, their officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of USER, its employees or agents, in the performance of this Agreement which results in damage to property or injuries to persons on the basis of comparative fault. Nothing herein shall be intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

USER agrees to be responsible to CITY and pay for any and all loss or damages to the docks, floats or other facilities caused by USER's vessel or USER, his/its agents, servants and employees, whether caused by negligence or not, and further to hold CITY harmless for any of the foregoing except to the extent attributable to CITY. Further, USER agrees to be responsible for damages that USER or USER's vessel may cause to other vessels. USER further agrees to indemnify CITY for all damages or losses caused by or

arising from fault of USER's vessel and appurtenances, personal property, guests, passengers, which results in damage to property or injuries to persons on a comparative fault basis.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY or the City of Key West by reason of such claim or demand, USER shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The USER shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY or the City of Key West whether performed by USER, or by persons employed or used by USER. The USER's obligation under this provision shall not be limited in any way by the agreed upon rate or fee structure as shown in this Agreement, or the USER's limit of or lack of sufficient insurance protection.

18. Release

This Agreement is for temporary berthing space only, and such space is to be used at the sole risk of USER. Unless caused by the CITY, its employees or agents, USER hereby agrees that CITY shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of USER's personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other calamities. However, nothing herein shall be construed as a release of claims arising out of any of CITY's acts or omissions or obligations hereunder, including without limitation, the maintenance obligations of the CITY contained in Section 2 above, USER agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CITY is not responsible for injuries to persons or property occurring on CITY's property. This release shall include, but not be limited to: (1) acts in connection with USER's vessel, motors and accessories while it is on or near CITY's property including the rented space, or while it is being moved, or docked; (2) loss or damage to USER's vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto by USER and/or its guests, passengers and invitees.

19. Insurance

19.1 General Insurance Requirements:

19.01 During the Term of the Agreement, USER shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("CITY"), the types of insurance described herein.

19.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

19.03 The CITY shall be specifically included as an additional insured on USER's Liability policies with the exception of USER's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The CITY's additional insured status should be extended to all Completed Operations coverages.

19.04 USER shall deliver to the CITY, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of

the insurance policies required herein shall be provided to the CITY, on a timely basis, if requested by the CITY.

19.05 If USER fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if USER refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the CITY, the CITY may, at the CITY's sole discretion, after written notice and a reasonable opportunity to cure, terminate or suspend this Agreement.

19.06 USER shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the CITY requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, USER shall promptly authorize and have delivered such statement to the CITY.

19.07 USER authorizes the CITY and/or its insurance consultant to confirm all information furnished to the CITY, as to its compliance with its Bonds and Insurance Requirements, with USER's insurance agents, brokers, surety, and insurance carriers.

19.08 All insurance coverage of USER shall be primary to any insurance or self-insurance program carried by the CITY. The CITY's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of USER in this Agreement.

19.09 The acceptance of delivery to the CITY of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the CITY that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

19.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the CITY.

19.11 The insurance coverage and limits required of USER under this Agreement are designed to meet the minimum requirements of the CITY. They are not designed as a recommended insurance program for USER. USER alone shall be responsible for the sufficiency of its own insurance program. Should USER have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

19.12 During the Term of this Agreement, the CITY and its agents and contractors may continue to engage in necessary business activities during the operations of USER. No personal property owned by CITY used in connection with these business activities shall be considered by USER's insurance company as being in the care, custody, or control of USER.

19.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, USER shall be responsible for all deductibles and self-insured retentions.

19.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

19.15 All policies of insurance required herein shall require that the insurer give the CITY thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

19.16 Renewal Certificate(s) of Insurance shall be provided to the CITY at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of USER.

19.17 If USER utilizes contractors or subcontractors to perform any operations or activities governed by this Agreement, USER will ensure all contractors and subcontractors maintain the same types and amounts of insurance required of USER. In addition, USER will ensure that the contractor and subcontractor insurances comply with all of the Insurance Requirements specified for USER contained within this Agreement. USER shall obtain Certificates of Insurance comparable to those required of USER from all contractors and subcontractors. Such Certificates of Insurances shall be presented to the CITY upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the CITY hereunder. The CITY will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or subcontractor's insurance coverages.

USER and CITY shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against USER or CITY, as the case may be, in connection with fire or other risks or casualties or liability covered by property or liability insurance. CITY agrees that it shall make no claim nor authorize any claim to be made against USER, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage. LEESSEE agrees that it shall make no claim nor authorize any claim to be made against the CITY, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage.

19.2 Specific Insurance Coverages and Limits:

19.21 All requirements in this Insurance Section shall be complied with in full by USER unless excused from compliance in writing by the CITY.

19.22 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the CITY.

19.23 Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each
Employee	

19.24 Jones Act Coverage shall be maintained by USER that will respond to claims filed under the federal Jones Act (*46 U.S.C.A. sub-section 688*). The limits of such coverage shall not be less than $1,000,000.

19.25 USL&H Coverage shall be maintained by USER that will respond to claims filed under the United States Longshoremen and Harbor Workers Act (*33 USC sections 901-950*). The limits of such coverage shall be not less than $1,000,000.

19.26 Marine General Liability Insurance shall be maintained by USER on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	$5,000,000.00 Combined Single Limit each Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by USER for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is equal to or more comprehensive than the Primary Marine General Liability policy.

19.27 Protection & Indemnity Insurance (P&I) shall be maintained by USER and shall include Water Craft Liability coverage, Crew coverage, and Wreckage Removal coverage. The limits of such coverage shall not be less than $500,000.

19.28 Full Liquor Liability Insurance shall be maintained by USER with minimum acceptable limits of $1,000,000. Host Liquor Liability will **not** be sufficient to satisfy this requirement.

19.29 Pollution/Environmental Liability Insurance shall be maintained by USER that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be $2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

20. Dockage to Signer and Particular Vessel Only; Partners Bound

USER agrees that ownership by partners of the vessel does not in any way create for CITY any obligation to furnish dockage space to any partner other than the original signer of this Agreement, or to any vessel other than those described on each addendum to this Agreement, whether the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

21. Emergencies

USER agrees that any emergency involving a vessel subject to this Agreement will be handled upon the agreement of CITY and USER, and the USER shall bear all expenses and risks of such an emergency unless the emergency was caused or created by CITY or its agents or employees. In the event of an emergency and inability to contact USER or its agent, the CITY is authorized to take whatever steps are necessary to protect its Facility or any other of its facilities. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the USER.

22. Peaceable Use

USER agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act that has the effect, in the sole judgment of CITY, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the premises, other persons, or other vessels. USER further agrees to do no act that impedes or disrupts the orderly operation of the Facility and its surrounding waters.

23. USER's Inspection

USER acknowledges having inspected the docking space assigned by this Agreement, and hereby accepts it in as is condition for berthing the vessel(s) described in Addendum A. USER agrees that CITY makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear.

24. CITY Inspection
USER agrees that the CITY shall have the right to enter vessels and dockage space during reasonable hours in order to determine whether USER is in full compliance with the terms of this Agreement and all applicable laws and regulations. The CITY shall give the USER reasonable prior written notice of an inspection.

25. USER's Insolvency
If USER becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, CITY is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. CITY may elect to accept payment from any receiver, trustee, or other judicially appointed officer without affecting CITY's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

26. Time; Rights Cumulative; No Waiver
Time is of the essence of this Agreement. Each party agrees that the rights of the other under this Agreement are cumulative, and that the failure to exercise any such right shall not operate to waive or forfeit same. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

27. Jurisdiction
The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. Jurisdiction shall lie with the 16th Judicial Circuit and the Southern District of Florida. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

28. Headings Not Part of Agreement
CITY and USER agree that any heading which labels any section herein is for convenience only and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the section or of this Agreement.

29. Severability and Survival
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. Person Signing
The person signing below whether natural or corporate does hereby certify that he/she is a managing member of the limited liability company.

31. Termination
CITY may terminate this Agreement by furnishing a written notice ("Termination Notice") to USER and except for violations of paragraph 5, USER shall have thirty (30) business days to cure, or take reasonable steps to cure, the subject matter of the Termination Notice, failing which cure, this Agreement shall automatically terminate. In the case of a violation of paragraph 5 or City of Key West Resolution 22-073,

USER shall have one (1) day to cure, and violations shall be deemed material. CITY shall be entitled to furnish a Termination Notice only upon the occurrence of the following events:

(1) a failure of USER to comply with the stipulations, agreements, conditions and covenants contained herein with which USER must comply, if such failure is not cured, or if USER fails to take reasonable steps to cure such default, within thirty (30) days from and after the date that USER receives (or is deemed to have received) written notice of such failure (which written notice must be furnished prior to and in addition to and as a pre-condition to the furnishing of, the Termination Notice; or

(2) A failure to pay timely the Rates (Section 7) or Other Charges (Section 8), or to maintain proper insurance limits (Section 19); or

USER may terminate this Agreement by furnishing a written notice ("Termination Notice") to CITY and CITY shall have thirty (30) business days to cure the subject matter of the Termination Notice, failing which cure, this Agreement shall automatically terminate, except with respect to a termination for an event to which reference is made in subsections (2,3,4) herein below, which termination shall be effective six (6) months from and after the date that the Termination Notice is furnished with respect to a termination for an event to which reference is made in subsection (2,3,4) herein below. USER shall be entitled to furnish a Termination Notice only upon the occurrence of the following events:

(1) a failure of CITY to comply with the stipulations, agreements, conditions and covenants contained herein with which CITY must comply, if such failure is not cured within thirty (30) days from and after the date that CITY receives (or is deemed to have received) written notice of such failure (which written notice must be furnished prior to and in addition to and as a pre-condition to the furnishing of, the Termination Notice; or

(2) in the event that any cost, charge or expense payable by USER hereunder is adjusted upward to reflect the compounded increase in the United States Department of Labor, Bureau of Labor Statistics Miami – Ft. Lauderdale Consumers Price Index for All Urban Consumers if such compounded increase for any compounding period shall factor in an annual increase in excess of three percent (3.00%); or

(3) in the event that any cost, charge or expense payable by USER hereunder is not adjusted downward from time to time so that such sums as are due and payable hereunder by USER are at all times not greater than the sums paid or payable at the Facility by any third party; or

(4) in the event that USER exercises the termination rights herein provided for pursuant to sub-sections 2,3 above, USER may elect to provide a written six month notice of termination while continuing full time scheduled operations of the vessels that have reserved dockage at the Facility pursuant to Addendum A, at the then current rates pursuant to Section 7 hereof.

32. Homeland Security

USER understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the Federal Department of Homeland Security, the Florida Department of Law Enforcement or the United States Coast Guard; and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible to perform, then the Agreement shall terminate.

USER and CITY shall meet, confer, and agree to a Security Fence Plan that accommodates use of the pier by CPS. If in the event such an agreement cannot be reached within six (6) months of the approval date of

Resolution 24-228, the matter shall be referred back to the city commission to be rectified at the next available meeting.

33. Force Majeure

In the event the docks of the Facility owned by CITY or in the event the vessels owned by USER are unusable because of an act of God or other force majeure such as epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, neither party has any obligation under this Agreement until the Facility is usable by USER, as determined by CITY and USER.

34. Mallory Fencing Security Plan

The parties agree to enter into a Fencing Security Plan (Plan) within six months of the effective date of this agreement. The Plan must account for any local, state, or federal security regulations or requirements, as well as any bona fide concerns of the Cultural Preservation Society. If in the event a Plan cannot be achieved within six months of the effective date, CITY shall place an action item on the next available meeting of the City Commission to address a reasonable accommodation of the Cultural Preservation Society.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

American Cruise Lines, Inc., a
Delaware Corporation

Julia Riczu
Witness

Charles Robertson
President and CEO

10/16/2024
Date

City of Key West

Witness

Danise Henriquez, Mayor

10/17/24
Date

Addendum A
American Cruise Lines CY 24, CY 25, CY 26 and CY27 Key West schedules

Date: 10/04/24

American Cruise Lines 2024 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Legend	Wed. Nov. 27, 2024	6:00AM	Thu. Nov. 28, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Legend	Wed. Dec. 04, 2024	6:00AM	Thu. Dec. 05, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Glory	Mon. Dec. 09, 2024	6:00AM	Tue. Dec. 10, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Legend	Wed. Dec. 11, 2024	6:00AM	Thu. Dec. 12, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Glory	Mon. Dec. 16, 2024	6:00AM	Tue. Dec. 17, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Legend	Wed. Dec. 18, 2024	6:00AM	Thu. Dec. 19, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Glory	Mon. Dec. 23, 2024	6:00AM	Tue. Dec. 24, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Legend	Wed. Dec. 25, 2024	6:00AM	Thu. Dec. 26, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Glory	Mon. Dec. 30, 2024	6:00AM	Tue. Dec. 31, 2024	4:00PM	34.0	Confirmed
American Cruise Lines	American Legend	Wed. Jan. 01, 2025	6:00AM	Thu. Jan. 02, 2025	4:00PM	34.0	Confirmed

Company	Vessel	Length
American Cruise Lines	American Glory	241
	American Legend	243
	American Patriot	
	American Pioneer	

Date: 09/06/24

American Cruise Lines 2025 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Glory	Mon. Jan. 06, 2025	6:00AM	Tue. Jan. 07, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 08, 2025	6:00AM	Thu. Jan. 09, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 13, 2025	6:00AM	Tue. Jan. 14, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 15, 2025	6:00AM	Thu. Jan. 16, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 20, 2025	6:00AM	Tue. Jan. 21, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 22, 2025	6:00AM	Thu. Jan. 23, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 27, 2025	6:00AM	Tue. Jan. 28, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 29, 2025	6:00AM	Thu. Jan. 30, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 03, 2025	6:00AM	Tue. Feb. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Feb. 05, 2025	6:00AM	Thu. Feb. 06, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 10, 2025	6:00AM	Tue. Feb. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Feb. 12, 2025	6:00AM	Thu. Feb. 13, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 17, 2025	6:00AM	Tue. Feb. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Thu. Feb. 20, 2025	6:00AM	Sat. Feb. 22, 2025	12:30PM	54.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 24, 2025	6:00AM	Tue. Feb. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Mar. 03, 2025	6:00AM	Tue. Mar. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Mar. 10, 2025	6:00AM	Tue. Mar. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Tue. Mar. 18, 2025	6:00AM	Thu. Mar. 20, 2025	12:30PM	54.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 10, 2025	7:00AM	Tue. Nov. 11, 2025	4:00PM	33.0	Requested
American Cruise Lines	American Legend	Thu. Nov. 13, 2025	6:00AM	Fri. Nov. 14, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 17, 2025	6:00AM	Tue. Nov. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Nov. 19, 2025	7:00AM	Thu. Nov. 20, 2025	4:00PM	33.0	Requested
American Cruise Lines	American Legend	Fri. Nov. 21, 2025	6:00AM	Sat. Nov. 22, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 24, 2025	6:00AM	Tue. Nov. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Nov. 26, 2025	6:00AM	Thu. Nov. 27, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Nov. 28, 2025	6:00AM	Sat. Nov. 29, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 01, 2025	6:00AM	Tue. Dec. 02, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 03, 2025	6:00AM	Thu. Dec. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 05, 2025	6:00AM	Sat. Dec. 06, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 08, 2025	6:00AM	Tue. Dec. 09, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 10, 2025	6:00AM	Thu. Dec. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 12, 2025	6:00AM	Sat. Dec. 13, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 15, 2025	6:00AM	Tue. Dec. 16, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 17, 2025	6:00AM	Thu. Dec. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 19, 2025	6:00AM	Sat. Dec. 20, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 22, 2025	6:00AM	Tue. Dec. 23, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 24, 2025	6:00AM	Thu. Dec. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 26, 2025	6:00AM	Sat. Dec. 27, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 29, 2025	6:00AM	Tue. Dec. 30, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 31, 2025	6:00AM	Thu. Jan. 01, 2026	4:00PM	34.0	Requested

Company	40 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legend	241

Date: 09/06/24

American Cruise Lines 2026 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Legend	Fri. Jan. 02, 2026	6:00AM	Sat. Jan. 03, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 05, 2026	6:00AM	Tue. Jan. 06, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 07, 2026	6:00AM	Thu. Jan. 08, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 09, 2026	6:00AM	Sat. Jan. 10, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 12, 2026	6:00AM	Tue. Jan. 13, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 14, 2026	6:00AM	Thu. Jan. 15, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 16, 2026	6:00AM	Sat. Jan. 17, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 19, 2026	6:00AM	Tue. Jan. 20, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 21, 2026	6:00AM	Thu. Jan. 22, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 23, 2026	6:00AM	Sat. Jan. 24, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 26, 2026	6:00AM	Tue. Jan. 27, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 28, 2026	6:00AM	Thu. Jan. 29, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 30, 2026	6:00AM	Sat. Jan. 31, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 02, 2026	6:00AM	Tue. Feb. 03, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 04, 2026	6:00AM	Thu. Feb. 05, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 06, 2026	6:00AM	Sat. Feb. 07, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 09, 2026	6:00AM	Tue. Feb. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 11, 2026	6:00AM	Thu. Feb. 12, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 13, 2026	6:00AM	Sat. Feb. 14, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 16, 2026	6:00AM	Tue. Feb. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 18, 2026	6:00AM	Thu. Feb. 19, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 20, 2026	6:00AM	Sat. Feb. 21, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 23, 2026	6:00AM	Tue. Feb. 24, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 25, 2026	6:00AM	Thu. Feb. 26, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 27, 2026	6:00AM	Sat. Feb. 28, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Mar. 02, 2026	6:00AM	Tue. Mar. 03, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 04, 2026	6:00AM	Thu. Mar. 05, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Sat. Mar. 07, 2026	6:00AM	Mon. Mar. 09, 2026	6:00AM	48.0	Requested
American Cruise Lines	American Pioneer	Mon. Mar. 09, 2026	6:00AM	Tue. Mar. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 11, 2026	6:00AM	Thu. Mar. 12, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 16, 2026	6:00AM	Tue. Mar. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 18, 2026	6:00AM	Thu. Mar. 19, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 23, 2026	6:00AM	Tue. Mar. 24, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 25, 2026	6:00AM	Thu. Mar. 26, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Mar. 31, 2026	6:00AM	Wed. Apr. 01, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Apr. 01, 2026	6:00AM	Thu. Apr. 02, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Thu. Apr. 09, 2026	6:00AM	Fri. Apr. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Apr. 21, 2026	6:00AM	Wed. Apr. 22, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Apr. 28, 2026	6:00AM	Wed. Apr. 01, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Sat. Oct. 31, 2026	7:00AM	Sun. Nov. 01, 2026	4:00PM	33.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 06, 2026	6:00AM	Sat. Nov. 07, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Nov. 10, 2026	7:00AM	Wed. Nov. 11, 2026	4:00PM	33.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 13, 2026	6:00AM	Sat. Nov. 14, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Nov. 16, 2026	6:00AM	Tue. Nov. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 20, 2026	6:00AM	Sat. Nov. 21, 2026	4:00PM	34.0	Pending

American Cruise Lines	American Pioneer	Mon. Nov. 23, 2026	6:00AM	Tue. Nov. 24, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Legacy	Fri. Nov. 27, 2026	6:00AM	Sat. Nov. 28, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Nov. 30, 2026	6:00AM	Tue. Dec. 01, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 02, 2026	7:00AM	Fri. Dec. 04, 2026	6:00AM	47.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 04, 2026	6:00AM	Sat. Dec. 05, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 07, 2026	6:00AM	Tue. Dec. 08, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 09, 2026	6:00AM	Thu. Dec. 10, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 11, 2026	6:00AM	Sat. Dec. 12, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 14, 2026	6:00AM	Tue. Dec. 15, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 16, 2026	6:00AM	Thu. Dec. 17, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 18, 2026	6:00AM	Sat. Dec. 19, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 21, 2026	6:00AM	Tue. Dec. 22, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 23, 2026	6:00AM	Thu. Dec. 24, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 25, 2026	6:00AM	Sat. Dec. 26, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 28, 2026	6:00AM	Tue. Dec. 29, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 30, 2026	6:00AM	Thu. Dec. 31, 2026	5:00PM	35.0 Pending

Company	61 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legend	241
	American Legacy	247

Date: 09/06/24

American Cruise Lines 2027 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Legacy	Fri. Jan. 01, 2027	6:00AM	Sat. Jan. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 04, 2027	6:00AM	Tue. Jan. 05, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 06, 2027	6:00AM	Thu. Jan. 07, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 08, 2027	6:00AM	Sat. Jan. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 11, 2027	6:00AM	Tue. Jan. 12, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 13, 2027	6:00AM	Thu. Jan. 14, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 15, 2027	6:00AM	Sat. Jan. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 18, 2027	6:00AM	Tue. Jan. 19, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 20, 2027	6:00AM	Thu. Jan. 21, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 22, 2027	6:00AM	Sat. Jan. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 25, 2027	6:00AM	Tue. Jan. 26, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 27, 2027	6:00AM	Thu. Jan. 28, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 29, 2027	6:00AM	Sat. Jan. 30, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 01, 2027	6:00AM	Tue. Feb. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 03, 2027	6:00AM	Thu. Feb. 04, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 05, 2027	6:00AM	Sat. Feb. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 08, 2027	6:00AM	Tue. Feb. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 10, 2027	6:00AM	Thu. Feb. 11, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 12, 2027	6:00AM	Sat. Feb. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 15, 2027	6:00AM	Tue. Feb. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 17, 2027	6:00AM	Thu. Feb. 18, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 19, 2027	6:00AM	Sat. Feb. 20, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 22, 2027	6:00AM	Tue. Feb. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 24, 2027	6:00AM	Thu. Feb. 25, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 26, 2027	6:00AM	Sat. Feb. 27, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 01, 2027	6:00AM	Tue. Mar. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 03, 2027	6:00AM	Thu. Mar. 04, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 05, 2027	6:00AM	Sat. Mar. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 08, 2027	6:00AM	Tue. Mar. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 10, 2027	6:00AM	Thu. Mar. 11, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 12, 2027	6:00AM	Sat. Mar. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 15, 2027	6:00AM	Tue. Mar. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 17, 2027	6:00AM	Thu. Mar. 18, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 19, 2027	6:00AM	Sat. Mar. 20, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 22, 2027	6:00AM	Tue. Mar. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 24, 2027	6:00AM	Thu. Mar. 25, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 26, 2027	6:00AM	Sat. Mar. 27, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 29, 2027	6:00AM	Tue. Mar. 30, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 31, 2027	6:00AM	Thu. Apr. 01, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 02, 2027	6:00AM	Sat. Apr. 03, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Apr. 05, 2027	6:00AM	Tue. Apr. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Apr. 07, 2027	6:00AM	Thu. Apr. 08, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 09, 2027	6:00AM	Sat. Apr. 10, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Apr. 12, 2027	6:00AM	Tue. Apr. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 16, 2027	6:00AM	Sat. Apr. 17, 2027	4:00PM	34.0	Pending

American Cruise Lines	American Pioneer	Mon. Apr. 19, 2027	6:00AM	Tue. Apr. 20, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Legacy	Sat. Apr. 24, 2027	6:00AM	Sun. Apr. 25, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Apr. 26, 2027	6:00AM	Tue. Apr. 27, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. May. 03, 2027	6:00AM	Tue. May. 04, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. May. 10, 2027	6:00AM	Tue. May. 11, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Tue. May. 18, 2027	6:00AM	Wed. May. 19, 2027	4:00PM	34.0 Pending

Company	51 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legacy	247

Addendum B
American Cruise Lines Agreement Fee Structure Letter of September 12, 2024

Todd Stoughton
Interim City Manager
City of Key West

THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

1300 White Street
(305) 809-3811
FAX 809-3886
tstoughton@cityofkeywest-fl.gov

September 12, 2024

Charles B. Robertson
President and CEO
American Cruise Lines, Inc.
741 Boston Post Road, Suite 200
Guilford, CT 06437

RE: American Cruise Lines Agreement Fee Structure

Dear Mr. Robertson

The City of Key West would like to congratulate you and your employees on a mutually successful first season operating at our Mallory Square T-Pier. The city, many of our local businesses, and your passengers have benefitted from this new partnership. We look forward to continued mutual benefit with this new three-year partnership, with the option for a three-year extension.

As to fees, on October 1, 2024, the city will implement the following fee structure for American Cruise Lines ships:

- Priority Reservation Rights Fee: $200,000.00 annually
  - Provides American Cruise Lines reservation rights up to 24 months in advance of dockage
  - Year 1 Priority Reservation Rights Fee will be reduced to $100,000.00 due to overlap of previous contract containing no Rights Fee. Rights Fee for years 2, 3 and any option years will be $200,000.00
- Passenger Disembarkation: $13.38 per passenger for any part of each calendar day
- Dockage: $3.86 per linear foot for any part of each calendar day
- Security Charge: Direct pass-through
  - Facility Security Plan requires two (2) Law Enforcement rated officers at FY 2025 rate of $65.00/ hour per officer.
- Water Charge: Direct pass-through
  - Facility water charge will be calculated at current Florida Keys Aqueduct Authority rate.

Passenger Disembarkation and Dockage fees will be adjusted each year on October 1, based on the average change in the U.S. Department of Commerce Consumer Price Index for All Urban Consumers (CPI-U) as reported by the Bureau of Labor Statistics for the 12 months prior to August 1 of that year. If you have questions or need additional information, please do not hesitate to call me at 305-809-3811 or you may contact Karen Olson, Port and Marine Services Director at 305-809-3803.

Sincerely,

Todd Stoughton
Interim City Manager

Date: 11/02/23

American Cruise Lines 2024 Docking Schedule at Key West, FL - Key West

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Glory	Sun. Jan. 07, 2024	6:00AM	Mon. Jan. 08, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Jan. 14, 2024	6:00AM	Mon. Jan. 15, 2024	1:00PM	31.0
American Cruise Lines	American Glory	Sun. Jan. 21, 2024	6:00AM	Mon. Jan. 22, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Jan. 28, 2024	6:00AM	Mon. Jan. 29, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Feb. 04, 2024	6:00AM	Mon. Feb. 05, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Feb. 11, 2024	6:00AM	Mon. Feb. 12, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Feb. 18, 2024	6:00AM	Mon. Feb. 19, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Feb. 25, 2024	6:00AM	Mon. Feb. 26, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Mar. 03, 2024	6:00AM	Mon. Mar. 04, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Mar. 10, 2024	6:00AM	Mon. Mar. 11, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Mar. 17, 2024	7:00AM	Mon. Mar. 18, 2024	4:00PM	33.0
American Cruise Lines	American Legend	Wed. Nov. 27, 2024	6:00AM	Thu. Nov. 28, 2024	4:00PM	34.0
American Cruise Lines	American Legend	Wed. Dec. 04, 2024	6:00AM	Thu. Dec. 05, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Sun. Dec. 08, 2024	6:00AM	Sun. Dec. 08, 2024	4:00PM	10.0
American Cruise Lines	American Legend	Wed. Dec. 11, 2024	6:00AM	Thu. Dec. 12, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Mon. Dec. 16, 2024	6:00AM	Tue. Dec. 17, 2024	4:00PM	34.0
American Cruise Lines	American Legend	Wed. Dec. 18, 2024	6:00AM	Thu. Dec. 19, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Mon. Dec. 23, 2024	6:00AM	Tue. Dec. 24, 2024	4:00PM	34.0
American Cruise Lines	American Legend	Wed. Dec. 25, 2024	6:00AM	Thu. Dec. 26, 2024	4:00PM	34.0
American Cruise Lines	American Glory	Mon. Dec. 30, 2024	6:00AM	Tue. Dec. 31, 2024	4:00PM	34.0
American Cruise Lines	American Legend	Wed. Jan. 01, 2025	6:00AM	Thu. Jan. 02, 2025	4:00PM	34.0

Company	Vessel	Length
American Cruise Lines	American Glory	241
	American Legend	241

Date: 09/06/24

American Cruise Lines 2025 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Glory	Mon. Jan. 06, 2025	6:00AM	Tue. Jan. 07, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 08, 2025	6:00AM	Thu. Jan. 09, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 13, 2025	6:00AM	Tue. Jan. 14, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 15, 2025	6:00AM	Thu. Jan. 16, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 20, 2025	6:00AM	Tue. Jan. 21, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 22, 2025	6:00AM	Thu. Jan. 23, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Jan. 27, 2025	6:00AM	Tue. Jan. 28, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Jan. 29, 2025	6:00AM	Thu. Jan. 30, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 03, 2025	6:00AM	Tue. Feb. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Feb. 05, 2025	6:00AM	Thu. Feb. 06, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 10, 2025	6:00AM	Tue. Feb. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Wed. Feb. 12, 2025	6:00AM	Thu. Feb. 13, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 17, 2025	6:00AM	Tue. Feb. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Thu. Feb. 20, 2025	6:00AM	Sat. Feb. 22, 2025	12:30PM	54.0	Requested
American Cruise Lines	American Glory	Mon. Feb. 24, 2025	6:00AM	Tue. Feb. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Mar. 03, 2025	6:00AM	Tue. Mar. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Mon. Mar. 10, 2025	6:00AM	Tue. Mar. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Glory	Tue. Mar. 18, 2025	6:00AM	Thu. Mar. 20, 2025	12:30PM	54.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 10, 2025	7:00AM	Tue. Nov. 11, 2025	4:00PM	33.0	Requested
American Cruise Lines	American Legend	Thu. Nov. 13, 2025	6:00AM	Fri. Nov. 14, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 17, 2025	6:00AM	Tue. Nov. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Nov. 19, 2025	7:00AM	Thu. Nov. 20, 2025	4:00PM	33.0	Requested
American Cruise Lines	American Legend	Fri. Nov. 21, 2025	6:00AM	Sat. Nov. 22, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Nov. 24, 2025	6:00AM	Tue. Nov. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Nov. 26, 2025	6:00AM	Thu. Nov. 27, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Nov. 28, 2025	6:00AM	Sat. Nov. 29, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 01, 2025	6:00AM	Tue. Dec. 02, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 03, 2025	6:00AM	Thu. Dec. 04, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 05, 2025	6:00AM	Sat. Dec. 06, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 08, 2025	6:00AM	Tue. Dec. 09, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 10, 2025	6:00AM	Thu. Dec. 11, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 12, 2025	6:00AM	Sat. Dec. 13, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 15, 2025	6:00AM	Tue. Dec. 16, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 17, 2025	6:00AM	Thu. Dec. 18, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 19, 2025	6:00AM	Sat. Dec. 20, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 22, 2025	6:00AM	Tue. Dec. 23, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 24, 2025	6:00AM	Thu. Dec. 25, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Legend	Fri. Dec. 26, 2025	6:00AM	Sat. Dec. 27, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Dec. 29, 2025	6:00AM	Tue. Dec. 30, 2025	4:00PM	34.0	Requested
American Cruise Lines	American Patriot	Wed. Dec. 31, 2025	6:00AM	Thu. Jan. 01, 2026	4:00PM	34.0	Requested

Company	40 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legend	241

Date: 09/06/24

American Cruise Lines 2026 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Legend	Fri. Jan. 02, 2026	6:00AM	Sat. Jan. 03, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 05, 2026	6:00AM	Tue. Jan. 06, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 07, 2026	6:00AM	Thu. Jan. 08, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 09, 2026	6:00AM	Sat. Jan. 10, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 12, 2026	6:00AM	Tue. Jan. 13, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 14, 2026	6:00AM	Thu. Jan. 15, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 16, 2026	6:00AM	Sat. Jan. 17, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 19, 2026	6:00AM	Tue. Jan. 20, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 21, 2026	6:00AM	Thu. Jan. 22, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 23, 2026	6:00AM	Sat. Jan. 24, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Jan. 26, 2026	6:00AM	Tue. Jan. 27, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 28, 2026	6:00AM	Thu. Jan. 29, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Jan. 30, 2026	6:00AM	Sat. Jan. 31, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 02, 2026	6:00AM	Tue. Feb. 03, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 04, 2026	6:00AM	Thu. Feb. 05, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 06, 2026	6:00AM	Sat. Feb. 07, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 09, 2026	6:00AM	Tue. Feb. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 11, 2026	6:00AM	Thu. Feb. 12, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 13, 2026	6:00AM	Sat. Feb. 14, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 16, 2026	6:00AM	Tue. Feb. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 18, 2026	6:00AM	Thu. Feb. 19, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 20, 2026	6:00AM	Sat. Feb. 21, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Feb. 23, 2026	6:00AM	Tue. Feb. 24, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 25, 2026	6:00AM	Thu. Feb. 26, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Fri. Feb. 27, 2026	6:00AM	Sat. Feb. 28, 2026	4:00PM	34.0	Requested
American Cruise Lines	American Pioneer	Mon. Mar. 02, 2026	6:00AM	Tue. Mar. 03, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 04, 2026	6:00AM	Thu. Mar. 05, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legend	Sat. Mar. 07, 2026	6:00AM	Mon. Mar. 09, 2026	6:00AM	48.0	Requested
American Cruise Lines	American Pioneer	Mon. Mar. 09, 2026	6:00AM	Tue. Mar. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 11, 2026	6:00AM	Thu. Mar. 12, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 16, 2026	6:00AM	Tue. Mar. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 18, 2026	6:00AM	Thu. Mar. 19, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 23, 2026	6:00AM	Tue. Mar. 24, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 25, 2026	6:00AM	Thu. Mar. 26, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Mar. 31, 2026	6:00AM	Wed. Apr. 01, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Apr. 01, 2026	6:00AM	Thu. Apr. 02, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Thu. Apr. 09, 2026	6:00AM	Fri. Apr. 10, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Apr. 21, 2026	6:00AM	Wed. Apr. 22, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Apr. 28, 2026	6:00AM	Wed. Apr. 01, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Sat. Oct. 31, 2026	7:00AM	Sun. Nov. 01, 2026	4:00PM	33.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 06, 2026	6:00AM	Sat. Nov. 07, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Tue. Nov. 10, 2026	7:00AM	Wed. Nov. 11, 2026	4:00PM	33.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 13, 2026	6:00AM	Sat. Nov. 14, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Nov. 16, 2026	6:00AM	Tue. Nov. 17, 2026	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Nov. 20, 2026	6:00AM	Sat. Nov. 21, 2026	4:00PM	34.0	Pending

American Cruise Lines	American Pioneer	Mon. Nov. 23, 2026	6:00AM	Tue. Nov. 24, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Legacy	Fri. Nov. 27, 2026	6:00AM	Sat. Nov. 28, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Nov. 30, 2026	6:00AM	Tue. Dec. 01, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 02, 2026	7:00AM	Fri. Dec. 04, 2026	6:00AM	47.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 04, 2026	6:00AM	Sat. Dec. 05, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 07, 2026	6:00AM	Tue. Dec. 08, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 09, 2026	6:00AM	Thu. Dec. 10, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 11, 2026	6:00AM	Sat. Dec. 12, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 14, 2026	6:00AM	Tue. Dec. 15, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 16, 2026	6:00AM	Thu. Dec. 17, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 18, 2026	6:00AM	Sat. Dec. 19, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 21, 2026	6:00AM	Tue. Dec. 22, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 23, 2026	6:00AM	Thu. Dec. 24, 2026	5:00PM	35.0 Pending
American Cruise Lines	American Legacy	Fri. Dec. 25, 2026	6:00AM	Sat. Dec. 26, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Dec. 28, 2026	6:00AM	Tue. Dec. 29, 2026	4:00PM	34.0 Pending
American Cruise Lines	American Patriot	Wed. Dec. 30, 2026	6:00AM	Thu. Dec. 31, 2026	5:00PM	35.0 Pending

Company	61 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legend	241
	American Legacy	247

Date: 09/06/24

American Cruise Lines 2026 Docking Schedule at Key West, FL - Mallory Square Pier

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours	Status
American Cruise Lines	American Legacy	Fri. Jan. 01, 2027	6:00AM	Sat. Jan. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 04, 2027	6:00AM	Tue. Jan. 05, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 06, 2027	6:00AM	Thu. Jan. 07, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 08, 2027	6:00AM	Sat. Jan. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 11, 2027	6:00AM	Tue. Jan. 12, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 13, 2027	6:00AM	Thu. Jan. 14, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 15, 2027	6:00AM	Sat. Jan. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 18, 2027	6:00AM	Tue. Jan. 19, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 20, 2027	6:00AM	Thu. Jan. 21, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 22, 2027	6:00AM	Sat. Jan. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Jan. 25, 2027	6:00AM	Tue. Jan. 26, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Jan. 27, 2027	6:00AM	Thu. Jan. 28, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Jan. 29, 2027	6:00AM	Sat. Jan. 30, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 01, 2027	6:00AM	Tue. Feb. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 03, 2027	6:00AM	Thu. Feb. 04, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 05, 2027	6:00AM	Sat. Feb. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 08, 2027	6:00AM	Tue. Feb. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 10, 2027	6:00AM	Thu. Feb. 11, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 12, 2027	6:00AM	Sat. Feb. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 15, 2027	6:00AM	Tue. Feb. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 17, 2027	6:00AM	Thu. Feb. 18, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 19, 2027	6:00AM	Sat. Feb. 20, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Feb. 22, 2027	6:00AM	Tue. Feb. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Feb. 24, 2027	6:00AM	Thu. Feb. 25, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Feb. 26, 2027	6:00AM	Sat. Feb. 27, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 01, 2027	6:00AM	Tue. Mar. 02, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 03, 2027	6:00AM	Thu. Mar. 04, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 05, 2027	6:00AM	Sat. Mar. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 08, 2027	6:00AM	Tue. Mar. 09, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 10, 2027	6:00AM	Thu. Mar. 11, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 12, 2027	6:00AM	Sat. Mar. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 15, 2027	6:00AM	Tue. Mar. 16, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 17, 2027	6:00AM	Thu. Mar. 18, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 19, 2027	6:00AM	Sat. Mar. 20, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 22, 2027	6:00AM	Tue. Mar. 23, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 24, 2027	6:00AM	Thu. Mar. 25, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Mar. 26, 2027	6:00AM	Sat. Mar. 27, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Mar. 29, 2027	6:00AM	Tue. Mar. 30, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Mar. 31, 2027	6:00AM	Thu. Apr. 01, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 02, 2027	6:00AM	Sat. Apr. 03, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Apr. 05, 2027	6:00AM	Tue. Apr. 06, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Patriot	Wed. Apr. 07, 2027	6:00AM	Thu. Apr. 08, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 09, 2027	6:00AM	Sat. Apr. 10, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Pioneer	Mon. Apr. 12, 2027	6:00AM	Tue. Apr. 13, 2027	4:00PM	34.0	Pending
American Cruise Lines	American Legacy	Fri. Apr. 16, 2027	6:00AM	Sat. Apr. 17, 2027	4:00PM	34.0	Pending

American Cruise Lines	American Pioneer	Mon. Apr. 19, 2027	6:00AM	Tue. Apr. 20, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Legacy	Sat. Apr. 24, 2027	6:00AM	Sun. Apr. 25, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. Apr. 26, 2027	6:00AM	Tue. Apr. 27, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. May. 03, 2027	6:00AM	Tue. May. 04, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Mon. May. 10, 2027	6:00AM	Tue. May. 11, 2027	4:00PM	34.0 Pending
American Cruise Lines	American Pioneer	Tue. May. 18, 2027	6:00AM	Wed. May. 19, 2027	4:00PM	34.0 Pending

Company	51 Dockings	Length (ft)
American Cruise Lines	American Pioneer	247
	American Patriot	247
	American Legacy	247

THE CITY OF KEY WEST
MALLORY SQUARE T-PIER
USE AGREEMENT

This Use Agreement (the "Agreement") is made on this 7th day of December 2023 ("the Effective Date") between the City of Key West (hereinafter referred to as "LESSOR") and American Cruise Lines, Inc., a Delaware corporation (hereinafter described as "LESSEE").

1. LESSEE Identification
The LESSEE is identified as follows:

Name: American Cruise Lines, Inc.
Address: 741 Boston Post Road, Suite 200, Guilford, CT
Corporate Officer or Managing Partner: Charles Robertson
Telephone Numbers: 203-453-6800 / 203-453-7394
LESSEE's Representative: Eric Dussault
Telephone Numbers: 203-453-6800 / 203-909-2103
In case of emergency contact: Eric Dussault
Telephone number: 203-453-6800 / 203-909-2103

This Use Agreement is applicable to all passenger vessels operated by LESSEE as set forth in Addendum A, attached; it being understood and agreed that there may be vessels substituted on a temporary basis to accommodate repairs to the scheduled vessels set forth in Addendum A, so long as any vessel calling on Key West complies with City of Key West Resolution 22-073. It is also understood and agreed that from time to time during the term of this agreement, Addendum A may be amended to reflect any replacement vessels, or additional vessels as herein provided for, so long as the total linear footage of the scheduled vessels does not decrease, provided however that in no instance shall LESSEE exceed the vessel/ship limits in City of Key West Resolution 22-073. The LESSOR shall assign docking times and locations that will meet the arrival and departure times per the scheduled routes operated by the vessels identified in Addendum A and any substituted or replacement vessels as aforesaid. The LESSOR acknowledges that the times may vary daily and will accommodate fluctuations in the vessels docking times that best serve the overall operation of the LESSEE schedule and the Facility so long as in no instance shall LESSEE's vessels/ships be moored at Mallory Square during the nightly Sunset Celebration as outlined in this Agreement.

2. Use of Facility
LESSEE agrees to use the Key West Mallory Square T-Pier ("the Facility") to dock any and all passenger vessels operated by LESSEE and operating in Key West. In the event that LESSEE wants to use the Facility to operate international routes, an amended agreement must be entered into that may be subject to different terms and conditions.

LESSOR warrants that the seawall, docks, piers, walks, gangways, ramps, mooring gear and/or electrical and water services (if available) are fit for their intended use. LESSOR shall repair and maintain the Facility at its sole cost and expense, however damage and associated repair costs attributable to LESSEE's use of the Facility shall be the responsibility of LESSEE, normal wear and tear excepted. In the event that LESSOR shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Facility then the same shall be made by LESSOR with reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with LESSEE's use of the Facility, such interference shall relieve LESSEE from the performance of its payment obligations hereunder

until such time when reasonable use is restored. However, it shall not be deemed an actual or constructive eviction or partial eviction unless previously agreed to between the parties. During such times, LESSOR shall use its best efforts to locate a suitable facility whereby LESSEE can dock for purposes of loading and unloading passenger so as to minimize any disruptions to LESSEE's schedule. All such repair and maintenance shall: (a) result in maintenance of the Facility in strict conformity with the requirements of all applicable authorities, and (b) include such repairs and maintenance as required to maintain the Facility in an aesthetically pleasing manner.

This use of dock space shall in no way constitute a tenancy and is not governed by Chapter 83 of the Florida Statutes.

3. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of this Agreement as LESSOR may reasonably request, LESSEE shall furnish to LESSOR for its review an original or certified copy of proof of ownership of the vessel. This proof shall consist of an original or certified copy of either a state-registered title to the vessel or documentation by the U.S. Coast Guard or foreign sovereign. LESSEE agrees to give LESSOR prior written notification of any change of ownership of the vessel or of LESSEE during the term of this Agreement. Except with respect to a sale or other transfer of interests in LESSEE between the persons or entities who own interests in LESSEE on the Effective Date any LESSEE shall notify LESSOR of any sale or transfer of any such interests. The sale or transfer of a controlling interest in LESSEE (except with respect to a sale or other transfer of interests in LESSEE between the persons or entities who own interests in LESSEE on the Effective Date) to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West City Commission. If LESSEE is leasing or otherwise operating the vessel, proof of authority to lease or operate the vessel shall be provided to LESSOR.

4. Changes in Information

LESSEE agrees to deliver to LESSOR written notice of any change in any of the information furnished by LESSEE in this Agreement or in Addendum A within fifteen (15) days of the change.

5. Mallory T-Pier

It is understood that LESSEE will be docking its vessels at the Facility for 34 (thirty-four) hours, plus or minus. Within that 34 hour period, LESSEE is required to vacate the Facility two hours before sunset and return no earlier than one hour after sunset to accommodate the activities of the Cultural Preservation Society (CPS). The terms of departure and return as well as ship operations can be modified according to terms and conditions as outlined in a Memorandum of Understanding attached as Exhibit A, if CPS and ACL so stipulate. The specific terms of the departure and return times shall be revisited by the City Commission six months from the effective date of this agreement. Exceptions to the requirement to depart for sunset will be made on the rare occasions where it is determined that the weather makes is unsafe to do so. Daily sunset time to be determined by the National Weather Service.

6. Term

The term of this Agreement shall be for (2) two years from the Effective Date. This Agreement may be renewed in accordance with the City of Key West Code of Ordinances. It is expected that a longer term contract may be entered into after this first year.

[Schedule submitted through 2025 is confirmed]

7. Rates
Rates will be in accordance with the "City of Key West Resolution 22-073 Compliant Ship Fee Structure" letter dated October 16, 2023, as approved by City Commission resolution 23-279, and attached here as Addendum B. Passenger counts will be determined by the number indicated on LESSEE's Persons On Board report, which LESSEE will provide to LESSOR within eight hours of arrival.

8. Other Charges
LESSEE shall contract directly for all other charges, including garbage, parking, deliveries, or any other service usually provided by a ship's agent.

9. Payment
All monies due under this Agreement shall be paid to City of Key West, c/o Key West Port and Marine Services Department, 201 William Street, Key West, Florida 33040.

10. Notices
Notices required to be delivered pursuant to this Agreement or by law shall be sent by certified mail return receipt requested and by regular United States mail, by nationally recognized overnight delivery service (e.g. UPS, Federal Express), or by electronic transmission with confirmed receipt of the same by the receiving party as follows:

To:
Director of Port Operations
City of Key West
201 William Street
Key West, FL 33040

Copy to:
City Manager
City of Key West
P.O. Box 1409
Key West, FL 33041-1409

To:
Charles Robertson
American Cruise Lines, Inc.
741 Boston Post Road, Suite 200
Guilford, CT 06437

Copy To:
Alston F. Ludwig
Brunini, Grantham, Grower & Hewes, PLLC
PO Drawer 119
Jackson, MS 39205

Notices shall be deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery.

11. Utilities
LESSEE shall pay for the actual metered or prorated cost of water.

12. LESSOR Advertising
LESSEE agrees to provide each passenger with material furnished by the LESSOR listing services available at the Key West Bight or at City of Key West Facilities.

13. Remedies

13.1 LESSOR Remedies
If LESSEE's vessel is using the Facility and fails to vacate the dockage space as scheduled or if this Agreement is terminated and LESSEE's vessel remains at the Facility without permission of LESSOR, LESSOR, with written notice to LESSEE and a with reasonable opportunity to cure, shall have the right at its option:

a) To board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of LESSOR both the vessel and any other personal property of LESSEE found in or adjacent to the dockage space. The vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of LESSOR, and LESSEE hereby designates LESSOR as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and further agrees that LESSOR and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. LESSEE further agrees to pay all costs incurred by LESSOR in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs; and

b) To pursue any remedy provided by state or federal law; and
c) To use any proceedings for documented vessels as authorized pursuant to Federal law, including but not limited to arrest of the vessel and sale pursuant to Court Order.

13.2 LESSEE Remedies
a) To terminate this Agreement as provided for in Section 31; and
b) To pursue any remedy provided by state or federal law.

14. Lien, Attorneys Fees
In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder. LESSEE agrees that LESSOR shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of LESSOR caused by LESSEE or the vessel.

15. Sanitation Device
LESSEE's vessels shall contain marine sanitation devices with current U.S. Coast Guard approval for marine use. The devices shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to comply strictly with the provisions of this Section shall be a default under this Agreement. Upon advanced written notice to LESSEE and a time mutually agreeable to the parties, LESSOR reserves the right to board and inspect LESSEE's vessel while docked at the Facility to determine compliance. Each vessel must conform to the laws of the State of Florida in regard to marine sanitation and Section 82-41 of the Key West Code of Ordinances regulating discharge of waste into waters of the City of Key West.

16. Assignment
LESSEE's and LESSOR'S rights under this Agreement shall neither be assigned, transferred, nor sublet to another without the prior written consent of the LESSOR or LESSEE which consent shall not be unreasonably withheld, conditioned or delayed.

17. Indemnification
LESSEE agrees to indemnify and hold harmless the LESSOR and the City of Key West, their officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of LESSEE, its employees or agents, in the performance of this Agreement which results in damage to property or injuries to persons on the basis of comparative fault. Nothing herein shall be intended to waive the sovereign immunity afforded to LESSOR pursuant to Florida law, including section 768.28, Florida Statutes.

LESSEE agrees to be responsible to LESSOR and pay for any and all loss or damages to the docks, floats or other facilities caused by LESSEE's vessel or LESSEE, his/its agents, servants and employees, whether caused by negligence or not, and further to hold LESSOR harmless for any of the foregoing except to the extent attributable to LESSOR. Further, LESSEE agrees to be responsible for damages that LESSEE or LESSEE's vessel may cause to other vessels. LESSEE further agrees to indemnify LESSOR for all damages or losses caused by or arising from fault of LESSEE's vessel and appurtenances, personal property, guests, passengers, which results in damage to property or injuries to persons on a comparative fault basis.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the LESSOR or the City of Key West by reason of such claim or demand, LESSEE shall, upon written notice from the LESSOR, resist and defend such action or proceeding by counsel satisfactory to the LESSOR. The LESSEE shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the LESSOR's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the LESSOR or the City of Key West whether performed by LESSEE, or by persons employed or used by LESSEE. The LESSEE's obligation under this provision shall not be limited in any way by the agreed upon rate or fee structure as shown in this Agreement, or the LESSEE's limit of or lack of sufficient insurance protection.

18. Release

This Agreement is for temporary berthing space only, and such space is to be used at the sole risk of LESSEE. Unless caused by the LESSOR, its employees or agents, LESSEE hereby agrees that LESSOR shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of LESSEE's personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other calamities. However, nothing herein shall be construed as a release of claims arising out of any of LESSOR's acts or omissions or obligations hereunder, including without limitation, the maintenance obligations of the LESSOR contained in Section 2 above, LESSEE agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that LESSOR is not responsible for injuries to persons or property occurring on LESSOR's property. This release shall include, but not be limited to: (1) acts in connection with LESSEE's vessel, motors and accessories while it is on or near LESSOR's property including the rented space, or while it is being moved, or docked; (2) loss or damage to LESSEE's vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto by LESSEE and/or its guests, passengers and invitees.

19. Insurance

19.1 General Insurance Requirements:

19.01 During the Term of the Agreement, LESSEE shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("LESSOR"), the types of insurance described herein.

19.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

19.03 The LESSOR shall be specifically included as an additional insured on LESSEE's Liability policies with the exception of LESSEE's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The LESSOR's additional insured status should be extended to all Completed Operations coverages.

19.04 LESSEE shall deliver to the LESSOR, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the LESSOR, on a timely basis, if requested by the LESSOR.

19.05 If LESSEE fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if LESSEE refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the LESSOR, the LESSOR may, at the LESSOR's sole discretion, after written notice and a reasonable opportunity to cure, terminate or suspend this Agreement.

19.06 LESSEE shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the LESSOR reasonably requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, LESSEE shall promptly authorize and have delivered such statement to the LESSOR.

19.07 LESSEE authorizes the LESSOR and/or its insurance consultant to confirm all information furnished to the LESSOR, as to its compliance with its Bonds and Insurance Requirements, with LESSEE's insurance agents, brokers, surety, and insurance carriers.

19.08 All insurance coverage of LESSEE shall be primary to any insurance or self-insurance program carried by the LESSOR. The LESSOR's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of LESSEE in this Agreement.

19.09 The acceptance of delivery to the LESSOR of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the LESSOR that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

19.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the LESSOR.

19.11 The insurance coverage and limits required of LESSEE under this Agreement are designed to meet the minimum requirements of the LESSOR. They are not designed as a recommended insurance program for LESSEE. LESSEE alone shall be responsible for the sufficiency of its own insurance program. Should LESSEE have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

19.12 During the Term of this Agreement, the LESSOR and its agents and contractors may continue to engage in necessary business activities during the operations of LESSEE. No

personal property owned by LESSOR used in connection with these business activities shall be considered by LESSEE's insurance company as being in the care, custody, or control of LESSEE.

19.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, LESSEE shall be responsible for all deductibles and self-insured retentions.

19.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

19.15 All policies of insurance required herein shall require that the insurer give the LESSOR thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

19.16 Renewal Certificate(s) of Insurance shall be provided to the LESSOR at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of LESSEE.

19.17 If LESSEE utilizes contractors or subcontractors to perform any operations or activities governed by this Agreement, LESSEE will ensure all contractors and subcontractors maintain the same types and amounts of insurance required of LESSEE. In addition, LESSEE will ensure that the contractor and subcontractor insurances comply with all of the Insurance Requirements specified for LESSEE contained within this Agreement. LESSEE shall obtain Certificates of Insurance comparable to those required of LESSEE from all contractors and subcontractors. Such Certificates of Insurances shall be presented to the LESSOR upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the LESSOR hereunder. The LESSOR will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or subcontractor's insurance coverages.

LESSEE and LESSOR shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against LESSEE or LESSOR, as the case may be, in connection with fire or other risks or casualties or liability covered by property or liability insurance. LESSOR agrees that it shall make no claim nor authorize any claim to be made against LESSEE, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage. LESSEE agrees that it shall make no claim nor authorize any claim to be made against the LESSOR, its employees, servants or agents in connection with any fire, explosion, or other casualty, or liability, or for any loss insured against by any policy maintained by the parties hereunder except as to the proceeds of any such coverage.

19.2 Specific Insurance Coverages and Limits:

19.21 All requirements in this Insurance Section shall be complied with in full by LESSEE unless excused from compliance in writing by the LESSOR.

19.22 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable.

Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the LESSOR.

19.23 Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

19.24 Jones Act Coverage shall be maintained by LESSEE that will respond to claims filed under the federal Jones Act (*46 U.S.C.A. sub-section 688*). The limits of such coverage shall not be less than $1,000,000.

19.25 USL&H Coverage shall be maintained by LESSEE that will respond to claims filed under the United States Longshoremen and Harbor Workers Act (*33 USC sections 901-950*). The limits of such coverage shall be not less than $1,000,000.

19.26 Marine General Liability Insurance shall be maintained by LESSEE on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	$5,000,000.00 Combined Single Limit each Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by LESSEE for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is equal to or more comprehensive than the Primary Marine General Liability policy.

19.27 Protection & Indemnity Insurance (P&I) shall be maintained by LESSEE and shall include Water Craft Liability coverage, Crew coverage, and Wreckage Removal coverage. The limits of such coverage shall not be less than $500,000.

19.28 Full Liquor Liability Insurance shall be maintained by LESSEE with minimum acceptable limits of $1,000,000. Host Liquor Liability will **not** be sufficient to satisfy this requirement.

19.29 Pollution/Environmental Liability Insurance shall be maintained by LESSEE that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be $2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

20. Dockage to Signer and Particular Vessel Only; Partners Bound

LESSEE agrees that ownership by partners of the vessel does not in any way create for LESSOR any obligation to furnish dockage space to any partner other than the original signer of this Agreement, or to any vessel other than those described on each addendum to this Agreement, whether the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms

of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

21. Emergencies
LESSEE agrees that any emergency involving a vessel subject to this Agreement will be handled upon the agreement of LESSOR and LESSEE, and the LESSEE shall bear all expenses and risks of such an emergency unless the emergency was caused or created by LESSOR or its agents or employees. In the event of an emergency and inability to contact LESSEE or its agent, the LESSOR is authorized to take whatever steps are necessary to protect its Facility or any other of its facilities. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the LESSEE.

22. Peaceable Use
LESSEE agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act that has the effect, in the sole judgment of LESSOR, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the premises, other persons, or other vessels. LESSEE further agrees to do no act that impedes or disrupts the orderly operation of the Facility and its surrounding waters.

23. LESSEE's Inspection
LESSEE acknowledges having inspected the docking space assigned by this Agreement, and hereby accepts it in as is condition for berthing the vessel(s) described in Addendum A. LESSEE agrees that LESSOR makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear.

24. LESSOR Inspection
LESSEE agrees that the LESSOR shall have the right to enter vessels and dockage space during reasonable hours in order to determine whether LESSEE is in full compliance with the terms of this Agreement and all applicable laws and regulations. The LESSOR shall give the LESSEE reasonable prior written notice of an inspection.

25. LESSEE's Insolvency
If LESSEE becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, LESSOR is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. LESSOR may elect to accept payment from any receiver, trustee, or other judicially appointed officer without affecting LESSOR's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

26. Time; Rights Cumulative; No Waiver
Time is of the essence of this Agreement. Each party agrees that the rights of the other under this Agreement are cumulative, and that the failure to exercise any such right shall not operate to waive or forfeit same. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

27. Jurisdiction

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

28. Headings Not Part of Agreement
LESSOR and LESSEE agree that any heading which labels any section herein is for convenience only and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the section or of this Agreement.

29. Severability and Survival

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. Person Signing
The person signing below whether natural or corporate does hereby certify that he/she is a managing member of the limited liability company.

31. Termination
LESSOR may terminate this Agreement by furnishing a written notice ("Termination Notice") to LESSEE and except for violations of paragraph 5, LESSEE shall have thirty (30) business days to cure, or take reasonable steps to cure, the subject matter of the Termination Notice, failing which cure, this Agreement shall automatically terminate. In the case of a violation of paragraph 5 or City of Key West Resolution 22-073, LESEE shall have 1 day to cure and violations shall be deemed material. LESSOR shall be entitled to furnish a Termination Notice only upon the occurrence of the following events:

(1) a failure of LESSEE to comply with the stipulations, agreements, conditions and covenants contained herein with which LESSEE must comply, if such failure is not cured, or if LESSEE fails to take reasonable steps to cure such default, within thirty (30) days from and after the date that LESSEE receives (or is deemed to have received) written notice of such failure (which written notice must be furnished prior to and in addition to and as a precondition to the furnishing of, the Termination Notice; or

(2) A failure to pay timely the Rates (Section 7) or Other Charges (Section 8), or to maintain proper insurance limits (Section 19); or

LESSEE may terminate this Agreement by furnishing a written notice ("Termination Notice") to LESSOR and LESSOR shall have fifteen (15) business days to cure the subject matter of the Termination Notice, failing which cure, this Agreement shall automatically terminate, except with respect to a termination for an event to which reference is made in subsections (2,3,4) herein below, which termination shall be effective six (6) months from and after the date that the Termination Notice is furnished with respect to a termination for an event to which reference is made in subsection (2,3,4) herein below. LESSEE shall be entitled to furnish a Termination Notice only upon the occurrence of the following events:

(1) a failure of LESSOR to comply with the stipulations, agreements, conditions and covenants contained herein with which LESSOR must comply, if such failure is not cured within fifteen (15) days from and after the date that LESSOR receives (or is deemed to

have received) written notice of such failure (which written notice must be furnished prior to and in addition to and as a precondition to the furnishing of, the Termination Notice; or

(2) in the event that any cost, charge or expense payable by LESSEE hereunder is adjusted upward to reflect the compounded increase in the United States Department of Labor, Bureau of Labor Statistics Miami – Ft. Lauderdale Consumers Price Index for All Urban Consumers if such compounded increase for any compounding period shall factor in an annual increase in excess of three percent (3.00%); or

(3) in the event that any cost, charge or expense payable by LESSEE hereunder is not adjusted downward from time to time so that such sums as are due and payable hereunder by LESSEE are at all times not greater than the sums paid or payable at the Facility by any third party; or

(4) in the event that LESSEE exercises the termination rights herein provided for pursuant to subsections 2,3 above, LESSEE may elect to provide a written six month notice of termination while continuing full time scheduled operations of the vessels that have reserved dockage at the Facility pursuant to Addendum A, at the then current rates pursuant to Section 7 hereof.

32. Homeland Security

LESSEE understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the Federal Department of Homeland Security, the Florida Department of Law Enforcement or the United States Coast Guard; and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible or economically unreasonable to perform, then the Agreement shall terminate.

33. Force Majeure

In the event the docks of the Facility owned by LESSOR or in the event the vessels owned by LESEE are unusable because of an act of God or other force majeure such as epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, neither party has any obligation under this Agreement until the Facility is usable by LESSEE, as determined mutually by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

American Cruise Lines, Inc., a Delaware Corporation

Witness	Signature	Date
Julia Riczu	Charles Robertson	12/04/2023
Witness	Charles Robertson President and CEO	Date

City of Key West

Witness	Teri Johnston	12-7-23 Date

Jacobs

Mallory Square Berth

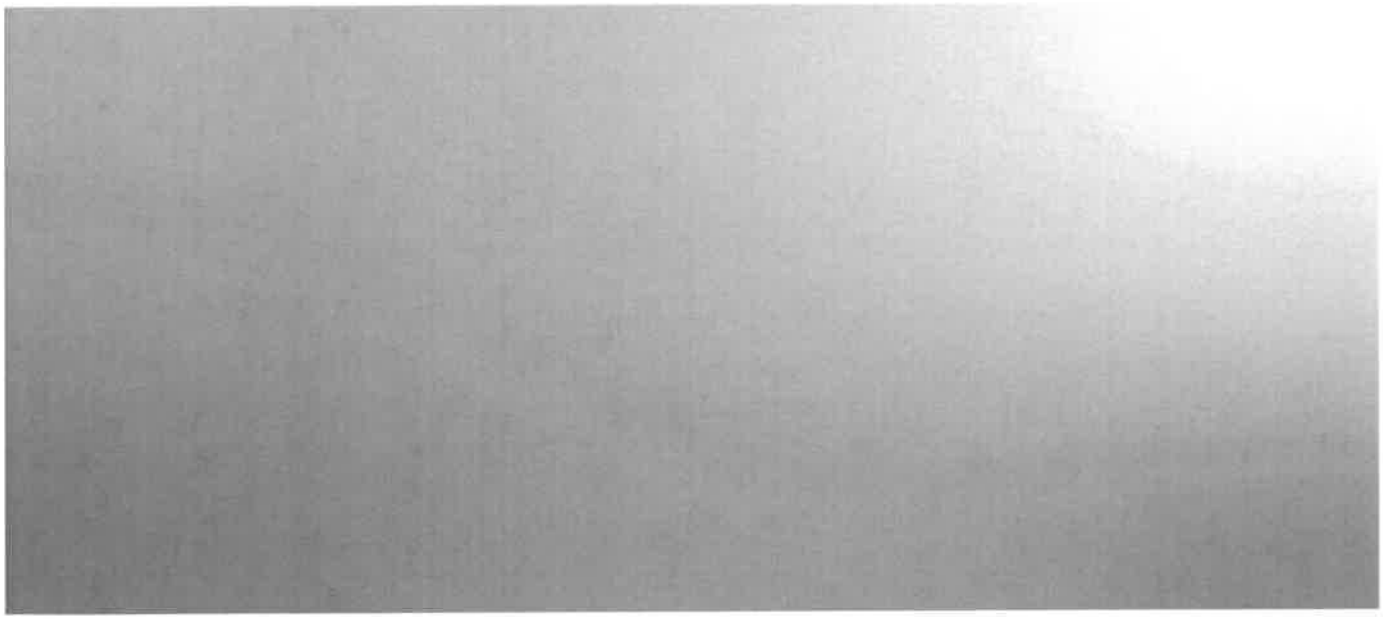
Alternatives Analysis 2nd Revision

D3334102 |

April 22, 2024

The City of Key West

FINAL



Mallory Square Berth

Project No:	D3334102
Document Title:	Updated Improvements Study
Document No.:	D3334102-003
Revision:	3
Date:	April 22, 2024
Client Name:	The City of Key West
Project Manager:	Jim Moore
Author:	Melynne Chiariello

Jacobs Engineering Group Inc.

445 Challenger Road
Suite 130
Cape Canaveral, FL 32920
United States
T +1.321.779.1236

www.jacobs.com

© Copyright 2019 Jacobs Engineering Group Inc. The concepts and information contained in this document are the property of Jacobs. Use or copying of this document in whole or in part without the written permission of Jacobs constitutes an infringement of copyright.

Limitation: This document has been prepared on behalf of, and for the exclusive use of Jacobs' client, and is subject to, and issued in accordance with, the provisions of the contract between Jacobs and the client. Jacobs accepts no liability or responsibility whatsoever for, or in respect of, any use of, or reliance upon, this document by any third party.

Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved
00	8/19/2021	Draft revision per Client request	MKC	JDM	MM	JDM
01	8/24/2021	Final revision per client request	MKC	JDM	MM	JDM
02	3/12/2024	2nd Draft revision per Client request	MKC	JDM		JDM
03	4/22/2024	Final revision per client request	MKC	JDM		JDM

Contents

Executive Summary iii

1. Introduction and Background 1

2. Data Collection 2

2.1 Existing Conditions 2

2.1.1 T-Pier 2

2.1.2 Wharf Dolphins 3

2.1.3 Monopiles 3

2.1.4 Breasting Dolphins 3

2.1.5 T-Pier Integral Breasting Dolphin 3

2.2 Vessels Using Mallory 4

2.3 Operational Observations 4

3. Existing Gangway Operations 5

3.1 Shell Door Horizontal Position and the T-Pier Length 5

3.2 Shell Door Vertical Position and the T-Pier Height 5

3.3 T-Pier Width 5

4. Existing Mooring Conditions 7

5. Improvement Alternatives 8

5.1 Dock Widening and Extension 9

5.2 Additional Monopile Dolphin 9

5.3 Approach Trestle Replacement 9

6. Updated Operations and Mooring Conditions 11

7. Cost Estimate 14

8. Conclusions 15

Executive Summary

The wharf at Mallory Square is owned and operated by the City of Key West and has been used as a port of call for cruise ships since the 1980s. Over time, various structural additions and changes were made to accommodate new classes of cruise ships. In 2019 Jacobs prepared an Improvement Study with recommendations to modify the T-pier to improve the safety and usability of the berth for the various vessels that call at Mallory Square. In 2021, the City of Key West requested that Jacobs update the study to determine if alterations to the recommended improvements are warranted based on limiting the ship length to a maximum of 664 feet. The current request is to reevaluate the recommended improvements subject to the following changed criteria:

1. Design vessels no larger than 514 feet at the waterline

2. Design vessels with a carrying capacity no greater than 500 people, including passengers and crew.

The existing structures consist of a 115'-2" long by 16'-0" wide T-Pier with an integrated dolphin, three standalone dolphins, one monopile dolphin, a 16-foot-wide approach trestle, and two mooring bollards located on the Mallory Square Wharf.

Jacobs has updated the list of cruise ships used in this evaluation study from the 2021 study. The list was adjusted to remove vessels exceeding 514 feet in length at the waterline as well as vessels with a carrying capacity exceeding 500 people.

In evaluating the efficiency and safety of the operations, the locations of the vessel's shell doors with respect to the T-pier were considered. The T-pier was designed at a time when cruise ships were much smaller and safety standards were less developed. In the 1980s, passenger operations occurred near midship where the single elevator bank was located. Newer ships have two elevator banks, one forward and one aft, in accordance with safety standards. The passenger shell doors are located in relation to the position of the elevator banks onboard the ship. As such, there are less ships with door locations at midship.

The current berth configuration centers the T-Pier alongside the ship. Because the pier does not span sufficiently aft, the largest of the ships cannot place the passenger shell doors on the pier to allow for passenger debarkation and embarkation without encroachment into the adjacent submerged lands lease.

The narrowness of the pier may cause the gangway's landing ramp to extend to or beyond the landward edge of the T-pier. This configuration leads to a dangerous condition when debarking the ship with a steep downward walkway without a suitable landing clearance on the pier deck surface.

A number of improvements are proposed to provide a safer and more operationally efficient process. The improvements include a new lengthened and widened T-Pier and a new approach trestle as well as a new monopile mooring dolphin. Construction of these components will allow for sufficient space for gangway operations and proper mooring positions.

1. Introduction and Background

The wharf at Mallory Square has been used as a port of call for cruise ships since the 1980s. Over time, various structural additions and changes were made to accommodate new classes of cruise ships. As shown in Figure 1, the current berth at Mallory Square consists of a T-Pier that is 115'-2" long and 16 feet wide with an elevation of 6'-8" Mean Low Water (MLW). In addition, there are three breasting dolphins and one monopile mooring dolphin for the berth. The berth is situated within the limits of a submerged lands lease of 2.3 acres with a length of 514 feet.

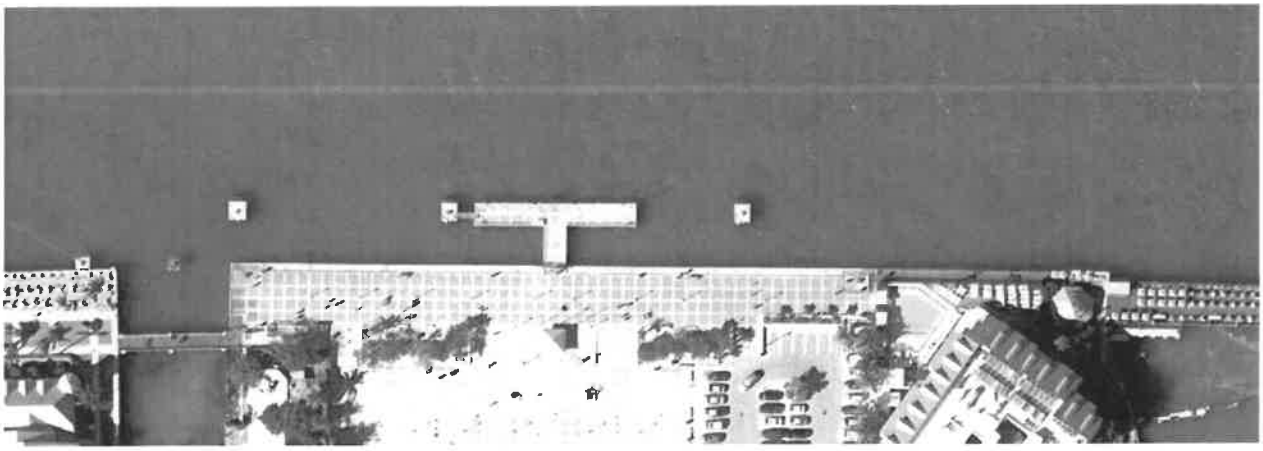


Figure 1: 2018 Mallory Square Berth Configuration and Study Area

Mallory Square wharf is adjacent to Pier B (privately owned and operated), and the Navy Mole Pier to the south and the Five-Star Ocean Key Resort & Spa to the north. Pier B and the Navy Mole Pier are also used concurrently for the berthing of cruise ships.

In 2010, the entire Mallory Square wharf structure was reconstructed. In 2017, portions of the T-pier at Mallory were reconstructed to provide for increased safety for ships at the berth. In 2018, the Silver Spirit struck the southern-most breasting dolphin, which required installation of a new breasting dolphin approximately 25 feet north of the damaged dolphin.

While these projects may have improved serviceability of the berth to a small extent, the primary purpose of these changes was to restore structural capacity. Further changes and additions are necessary to continue to improve the safety and usability of the berth for the various vessels that call at Mallory Square.

To this end, the City of Key West has requested that Jacobs perform a study to determine alternatives that will improve the passenger safety and experience as well as improve mooring and berthing flexibility for vessels up to 514 feet in length using Mallory Square.

The improvements evaluated include additional mooring points in the form of mooring/breasting dolphins and monopile mooring points. In addition, improvements to the footprint of the T-Pier for passenger embark/debark activities and additional dock space connecting remote mooring dolphins with the T-Pier, and connection to the main wharf is also evaluated. The improvements will consider the limitations posed by the adjacent properties and their usage.

2. Data Collection

2.1 Existing Conditions

The survey used to layout the proposed improvements is the 2020 Hydrographic survey conducted by Florida Keys Land Surveying along with as-builts of the wharf and T-Pier improvements.

The existing structures at the Mallory Square Berth are shown in Figure 2 and consist of a variety of distinct marine structures each serving a specific purpose. The main wharf is a pile supported structure that serves as the interface between the T-Pier and the land. Integrated into this wharf at each waterside end are drilled shaft supported mooring dolphins with a 150-metric ton bollard on each structure. These bollards serve currently as the main bow and stern mooring points for the berth. The ship is accessed via a T-Head pier. Known as the T-Pier, this pile supported structure has an integrated berthing dolphin as well as water and wastewater services. This is the main platform from which passengers embark and debark from the ship.

In line with the outside fender face of the T-Pier are three standalone breasting dolphins. Two of these dolphins were constructed in the mid to late 1990s, while the southern inner most dolphin was constructed in the mid-1980s. In 2018, a vessel collided with the existing southern outer dolphin resulting in a total loss of the dolphin. In 2019, the damaged dolphin was removed, and a new dolphin structure was constructed approximately 25 feet to the north of its original position. Each breasting dolphin is a prestressed concrete pile-supported structure with a foam filled fender and mooring bollard.

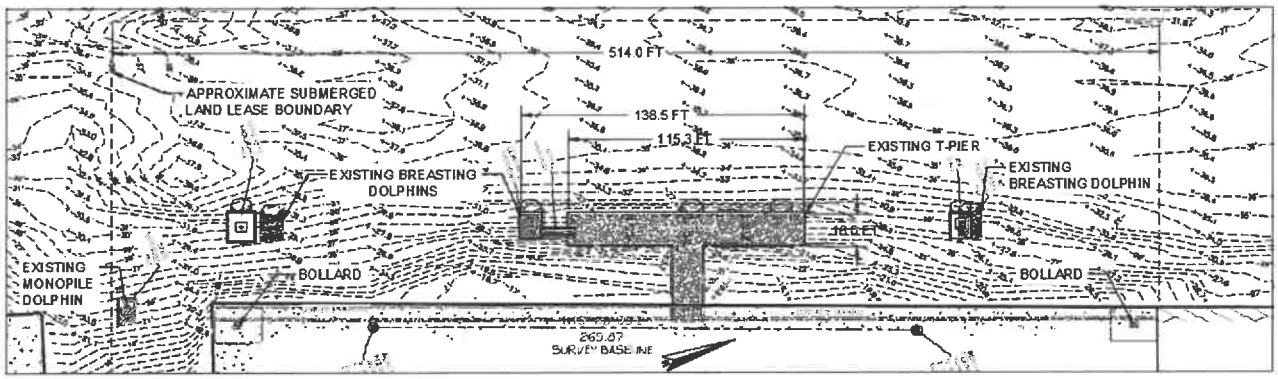


Figure 2: Existing Conditions

Each of these individual structures is described in detail in the sections below.

2.1.1 T-Pier

The T-pier connects Mallory Square to Mallory Wharf and thus to the City of Key West. As previously stated, the T-pier was originally designed in 1985 when cruise ships were much smaller with fewer passengers. The existing T-pier is 115'-2" long and 16'-0" wide. It is constructed of precast, prestressed deck panels with a topping, supported by cast in place pile caps. The pile caps are supported by 18" square prestressed concrete piles. The northern 28'-4" portion of the T-pier was replaced in 2016 with a steel pipe pile supported breasting dolphin. The remainder of the T-pier had spot repairs to fix spalls and cracks in the concrete in 2018; however, the overall structure is 36-years old and nearing the end of its useful life.

The T-pier design was problematic in that as cruise ships increased in size, the forces transmitted into the T-pier from the fenders caused some damage to the caps and deck of the T-pier. The 2016 dolphin project moved the main fender forces off of the remaining portion of the T-pier which has helped with these damaging forces.

2.1.2 Wharf Dolphins

There are dolphins located at the extreme ends of the Mallory Square wharf with a separation of approximately 440'. The current position of these dolphins was dictated by the boundaries of Mallory Square wharf and the boundaries of the property owned by the City of Key West. The dolphins are integrated into the footprint of the wharf to allow for alignment with the face of the wharf. Each location has a 150 MT bollard mounted to a pile cap and supported by 6 drilled shafts.

2.1.3 Monopiles

At the southern end of Mallory Square Wharf, there is an existing monopile mooring dolphin. It consists of a large diameter steel pipe pile driven to elevation -58'-0" MLW. A mooring bollard is affixed on top of the monopile. The original capacity of the monopile was approximately 85 metric tons when constructed in 1997. The monopile is approximately 96" in diameter.

2.1.4 Breasting Dolphins

Currently, there are three standalone breasting dolphins located at Mallory Square Berth: the south outer dolphin, the south inner dolphin, and the north outer dolphin. The dolphins were constructed at different times and have different characteristics.

The south inner dolphin was constructed at the time of the original wharf project in 1985. This dolphin is connected to the T-Pier with a small aluminum catwalk. The dolphin has eight- 18" square precast prestressed concrete piles as the foundation with an 11'-0" x 12'-6" x 6'-0" concrete cap. The piles are driven into the limestone layer below -40' MLW. The piles have an H-pile stinger to achieve the required tension capacity of 30 Tons. The piles have a compression capacity of 120 Tons. The dolphin has a 70 metric ton bollard as well. The design fender load is unknown as the fender type specified in the original project cannot be located in the documentation. The proposed fenders exert a 190-kip maximum rated fender reaction.

The north outer dolphin was constructed in 1996, and the south outer dolphin replacement was constructed in 2019. These dolphins are of a similar configuration to the south inner dolphin. The 8-pile structure has an 11'-0" x 12'-6" x 6'-0" concrete cap. The main difference in the structure is that the outer dolphin has 24" piles instead of 18" piles. These piles are also installed into the limestone layer and have a stinger to achieve tension capacity. The pile requirements are 125 Tons capacity for compression. Tension loads are not specified on the drawings. The original fender was a Seibu arch type fender with a steel fender face panel. The fender size would invoke a 190-kip reaction to the structure. The new fender attached to the dolphin are Trelleborg Seaguard foam-filled fenders. This fender applies a 190-kip force to the structure as well. There is also a 75-metric ton bollard on the dolphin.

2.1.5 T-Pier Integral Breasting Dolphin

The Northern 28'-4" +/- of the original T-pier was selectively demolished to allow for the installation of a new integral dolphin at the end of the pier. This new dolphin is 28'-4" x 16'-0" x 6'-0" and falls within the same footprint as the existing T-Pier. The dolphin is supported by six 36" reinforced concrete drilled shafts. The dolphin has a 5'-6" x 11'-3" floating foam filled fender attached to it at the breasting face. The fender exerts a 190-kip force to the structure. However, the structure is designed to withstand a much higher 300-kip force. As this dolphin is integrated with the existing T-Pier, it had to maintain the footprint of the structure.

2.2 Vessels Using Mallory

In the original study, a data collection effort to gather a list of the ships utilizing Mallory Wharf was performed. In 2021, the study was updated to remove vessels exceeding 664 feet in length. For this study, vessels exceeding 514 feet in length at the waterline were removed. The Silver Wind, whose length overall is 512 feet, remained in the table as the total capacity for passengers and crew is 471; however, the maximum capacity criteria of 500 people can be exceeded if the third berths are occupied.

A list of remaining vessels for this study can be seen below in Table 1.

Table 1: Vessels in Study

Cruise Line	Parent/ Owner	Ship Name(s)	Length Overall (feet)	Beam (feet)	Draft (feet)	Passenger/Crew
American Cruise Lines	American Cruise Lines	American Glory	239	56	7	100/22
Hurtigruten	Hurtigruten AS	Fram	374	66	14	254/89
Silversea Cruises	Royal Caribbean Group	Silver Wind	512	69	15	274/197
Victory Cruise Lines	Victory Cruise Lines	Victory II	300	49	13	210/81

Based on this updated list, the deck plans and ship outlines were developed from mid-level deck plans available from the cruise lines and supplemented with photographs available online. These vessel outlines along with knowledge of the vessels' operations are used to position the ship on the berth at its operational location. As a port of call, the vessel must be positioned so that at least one gangway is on the pier, adequate mooring line arrangements are available, and sufficient fendering is present.

2.3 Operational Observations

Conversations with City personnel, ships agents and cruise lines were conducted to collect information on the current mooring, berthing, and passenger operations for each of the vessels. Videos of the vessel operations from berthing to departure are available in the public domain. These videos were helpful in viewing the overall passenger flows and mooring line handling operations.

3. Existing Gangway Operations

Of primary concern with operations were the locations of the vessel's shell doors with respect to the T-pier. All passengers debarking and embarking must use the T-pier to access the ship. The T-pier was designed at a time when cruise ships were much smaller and safety standards were less developed. As discussed previously, the T-Pier is 115 feet in length and 16 feet in width at an elevation of 6.5 MLLW. The sections below will discuss how these parameters affect the operations.

3.1 Shell Door Horizontal Position and the T-Pier Length

Various shell gates (doors) are located along the side of the ship spanning from the bow to the stern. The passenger shell gates are located in relation to the position of the elevator banks onboard the ship. In the 1980s, passenger operations occurred near midship where the single elevator bank was located. Most newer ships have two elevator banks, one forward and one aft, in accordance with safety standards. As such, there are less ships with door locations at midship; however, ships smaller than 500 feet often have only one passenger door located midship.

The current berth configuration centers the T-Pier alongside the ship. On the largest vessel in the study, the shell gate does not interface with the pier unless the ship moves forward and encroaches on the adjacent submerged land lease.

3.2 Shell Door Vertical Position and the T-Pier Height

In the early years of cruising, the lowest level shell gates were generally positioned at 6.9 to 8.0 feet above the waterline. The shell gates for the newer vessels (no matter the size) are positioned 9.4 to 11 feet above the waterline. For catamaran vessels such as the American Glory, the embarkation deck is low, roughly 6 feet above the waterline.

Although the deck elevation for most new cruise berths is a minimum of 8.5 feet in Florida and the Caribbean area where tides are slight, given the potential usage by catamaran vessels, the pier height of 6.5 feet was maintained.

3.3 T-Pier Width

The narrowness of the pier may cause the gangway's landing ramp to extend to or beyond the landward edge of the T-pier (Figure 3). This configuration leads to a dangerous condition when debarking the vessel with a steep downward walkway without a suitable landing clearance at the pier deck surface. To comply with the Americans with Disabilities Act, a level landing of a least 60" is required. The pier is currently 16 feet wide with a usable area of 14 feet due to the required curbs on either side of the pier.

In addition to the safety issues this situation causes, it also slows the embarkation and debarkation processes. Furthermore, while in port, the ships may need to take on provisions. The provisions may be brought via forklift or utility vehicle. Widening the T-pier to 25 feet will improve passenger safety during embark/debark to meet ADA requirements and will facilitate any provisioning that might take place.

Figure 3: Silversea Gangway at Mallory Square

4. Existing Mooring Conditions

Prior to the COVID-19 mandated No-Sail Order issued by the CDC, ships mooring at Mallory square ranged from 300' LOA to approximately 800' LOA; however, the City has implemented a new policy to limit the vessels calling at the berth to 514 feet length at the waterline.

Most cruise ships preferentially moor starboard side to the berth since their primary tender and lower passenger doors are located on the starboard side of the ship; therefore, they will utilize a mooring arrangement with the shell doors lining up with the T-Pier. Some ships will access the Northern end of the T-pier, while some access the middle to southern end of the T-Pier. As discussed in the previous section, the ship's position longitudinally may be limited by the location of the passenger door that will be used for embark/debark activities. This may lead to the ship being moored in a less favorable position with respect to the mooring points.

With the exception of the southern outer dolphin, the breasting/mooring dolphins are clustered near the mid ship point. The primary force when mooring a ship are those from broadside winds pushing the ship off of the wharf. Breasting lines are used to keep the vessel alongside and prevent outward movement referred to as sway. They are most efficient when perpendicular to the ship. As the lines become less perpendicular, their efficiency decreases geometrically and increases the load imparted on the mooring lines. Ideally, mooring points at the bow and the stern should have a similar configuration to prevent yaw, wherein either the bow or the stern rotates away from the berth while the opposite end rotates toward the berth.

Due to the current configuration of the dolphins, the breasting line angles afforded to vessels over 500' LOA are not ideal. The position of these lines is at an angle close to 45 degrees to the vessel. Lines at this angle allow for excessive vessel sway or yaw. Although the southern outer mooring dolphin provides stability to the stern during high winds that can cause excessive movement in the vessel, the absence of a dolphin to the north contributes to excessive movement of vessels in higher winds. To provide for additional flexibility in the mooring arrangement, additional mooring points should be added closer to the bow and stern of the vessels.

Depending upon the size and location of the shell doors, a port-to mooring may be problematic based on the location of the berth's breasting dolphins. With the larger ships, there would be no dolphin prior to the bow curve to provide lateral stability.

5. Improvement Alternatives

As mentioned in the introduction, the goal of this study is to look at improvements that can be made that allow for the most flexibility, safety, and land lease compliance with respect to the location of the ships utilizing the berth. To this end, there are several proposed improvements to the T-pier that have been developed. These improvements include widening and extending the deck of the T-pier, as well as raising the deck in certain areas. Furthermore, the approach trestle to the T-pier should be replaced. In addition to these improvements, operational improvements may include catwalks upgrades to the remote mooring dolphins.

The improvements begin with selective demolition. As the T-pier and approach trestle are nearing the end of their useful lives, it is recommended that the original structures be demolished as opposed to retrofitted. The proposed demolition is shown in Figure 4. The existing approach trestle and the T-Pier with the exception of the integral dolphin section on the northern end of the structure will be demolished. It is possible that the existing T-pier could be widened and extended; however, the existing pier and concrete pile supported dolphin are likely to have structural issues due to age and usage by vessels larger than the original design vessels. Integrating a long-life structure with it would not be cost-efficient and may exacerbate any hidden structural damage; therefore, we do not recommend that approach. Demolition of these concrete pile support sections is therefore recommended as shown in Figure 4. All of the existing dolphins will remain except for the southern inner dolphin.

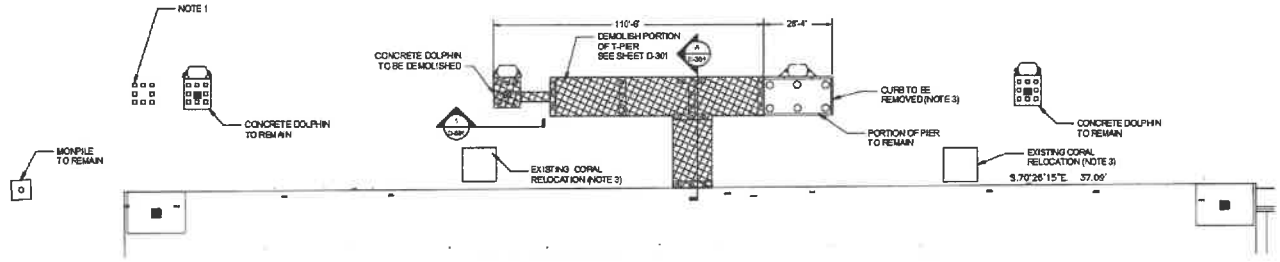


Figure 4: Proposed Demolition

The proposed improvements are shown in Figure 5. The improvements include a new T-Pier and approach trestle as well as a new mooring dolphin. The new T-Pier surrounds the one remaining existing dolphin area providing a wider and longer berth and includes a wider approach trestle.

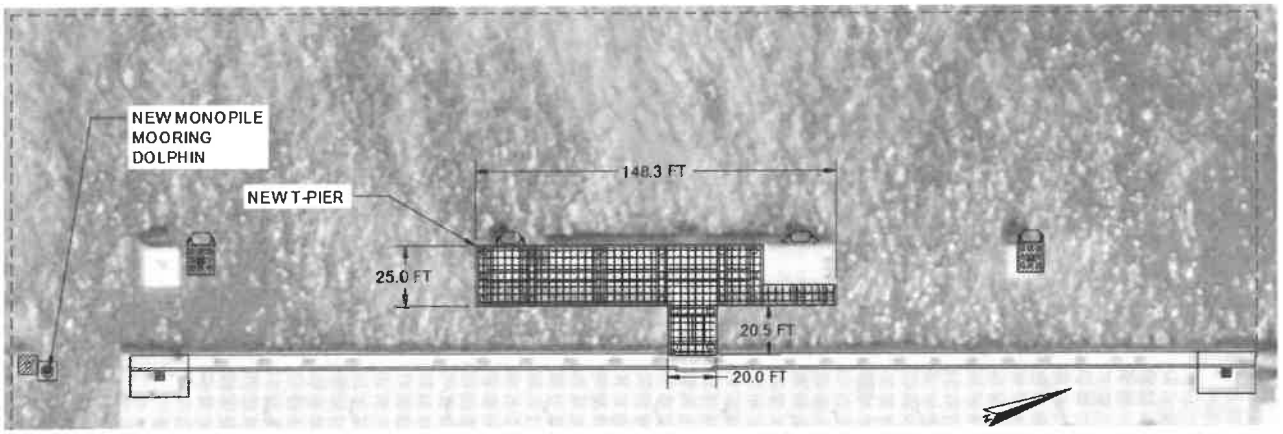


Figure 5: Proposed improvements

5.1 Dock Widening and Extension

The operational limitations discovered during the data collection exercise showed that lengthening the pier would allow for safer and more optimal access to a majority of the vessels. Lengthening the pier to the south will be the most effective in allowing for better positioning of the ships along the pier and to match with the location of most passenger doors. The new length of the pier will be 148'-3". The lengthening will be in the southern direction.

The pier is proposed to be widened from 16 feet to 25 feet. The additional width will improve accessibility and safety so that the conditions as shown in Figure 3 no longer occur.

The pier would require a new 100-ton bollard as well as four 30-ton cleats (two at each end) to accommodate the smaller vessels. In addition, the southern end of the pier would be outfitted with a new foam filled fender.

With the removal of the inner southern dolphin, the height of the new T-Pier would remain at 6.5 feet as shown in Figure 6.

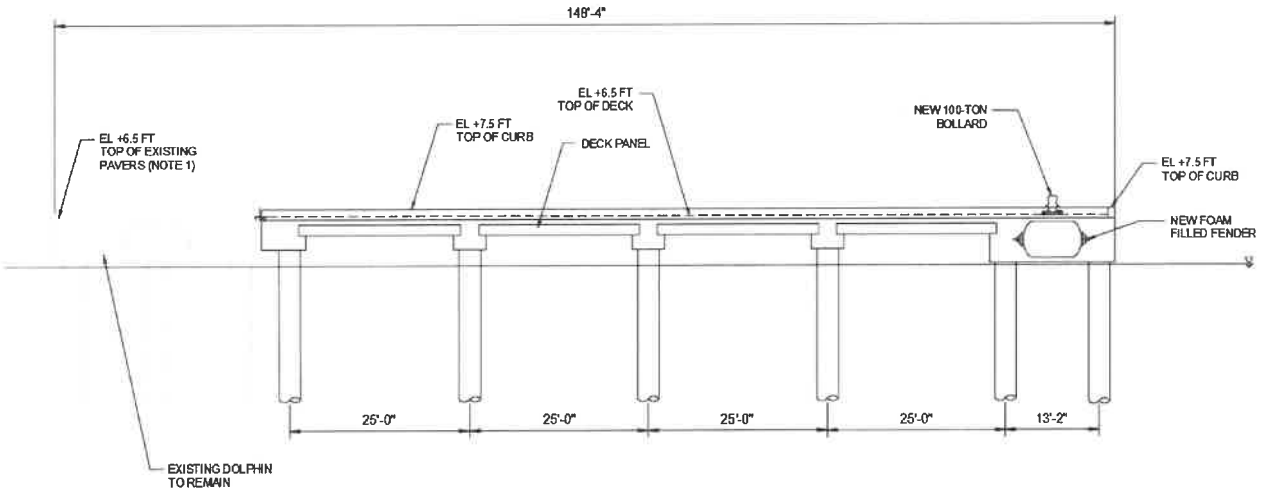


Figure 6: Elevation View of Proposed T-Pier

5.2 Additional Monopile Dolphin

To increase the safety and flexibility of the vessel moorings at the Mallory Square Berth, an additional monopile dolphin should be constructed at the southern end of Mallory to allow for additional mooring points for more efficient line angles for the breast lines. The monopile dolphin would be fitted with a 150 metric ton bollard. This monopile would be required only by the larger vessels. This monopile is recommended as newer vessels tend to user higher strength mooring lines to reduce the number of lines required to safely moor.

5.3 Approach Trestle Replacement

The original study recommended widening the approach trestle from 16 feet to 20 feet to improve operations due to a proposed tender drop-off along the trestle. As that option has been removed from consideration, the current width of the trestle is sufficient; however, a 20-foot-wide trestle would provide a safer and more dynamic area which could accommodate utility vehicles.

As with the original T-pier, the structure is 39 years old and nearing the end of its useful life. It also had repair work completed in 2018 to repair spalls and large areas of delamination. It is recommended to replace the existing trestle. Although not presented in this report, a potable waterline extension on to the pier can be included with the proposed improvements as an additive alternate during bidding and construction.

6. Updated Operations and Mooring Conditions

As stated in Sections 3 and 4, the current limited footprint of the T-Pier negatively impacts the gangway operations and mooring conditions. Figures 7 through 12 illustrate "before and after" conditions for the Silver Wind, the Fram and the American Glory. In Figure 7, the passenger door of the Silver Wind is positioned in between the T-pier and the inner southern dolphin. To position the door on the T-pier would cause the ship to encroach on the submerged land lease to the north. Figure 8 depicts the changed condition with the proposed improvements. The ship is centered within the lease area and the passenger door is located on the pier. Furthermore, the widened pier would allow for a safe operation at the pier-gangway interface.

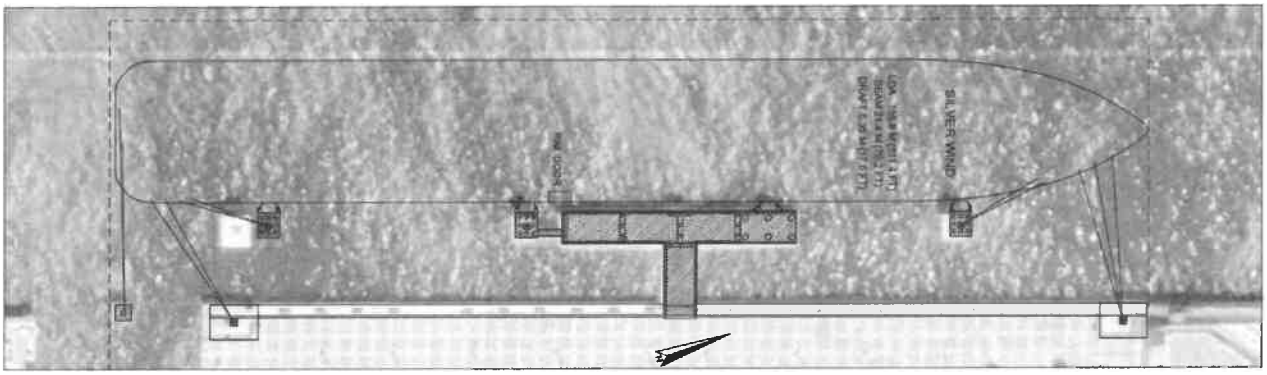


Figure 7: Silver Wind Existing Arrangement

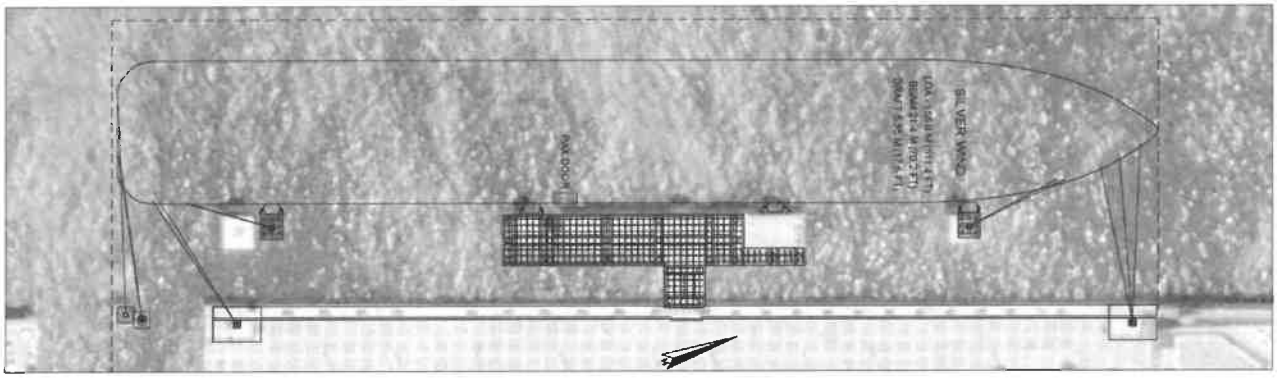


Figure 8: Silver Wind Proposed Arrangement

In Figure 9, the Fram is positioned to enable the vessel to embark and debark passengers from their two passenger doors. The proposed improvements of the pier will not affect the mooring of the Fram as shown in Figure 10, although it will provide a larger pier area for embarkation/debarkation and supply operations.

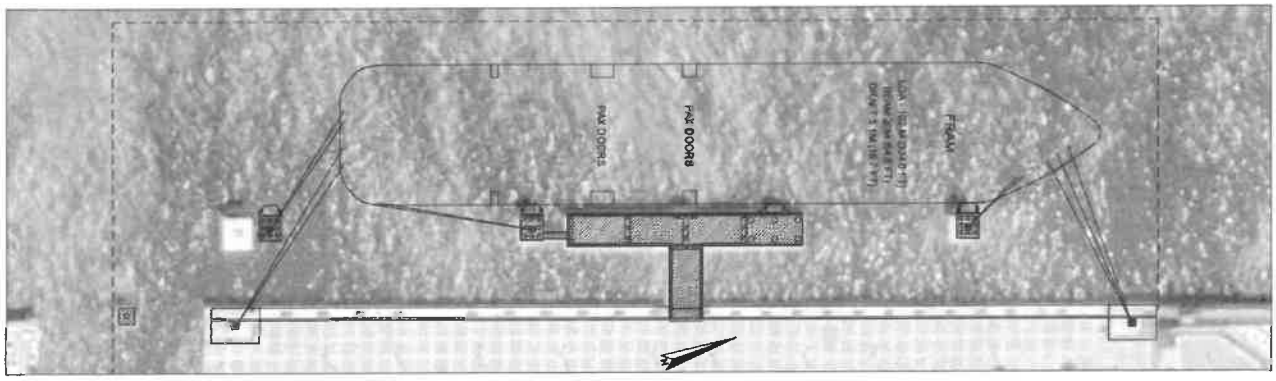


Figure 9: Fram Existing Arrangement

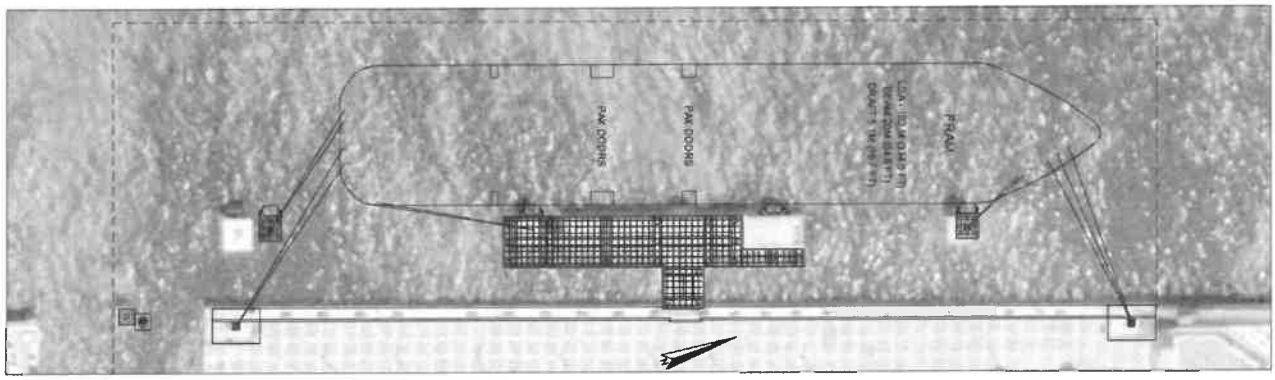


Figure 10: Fram Proposed Arrangement

In Figure 11, the American Glory is positioned to enable the vessel to embark and debark passengers from their passenger door. The proposed improvements of the pier will not affect the mooring of the American Glory as shown in Figure 12. For either arrangement, cleats will need to be provided along the T-pier.

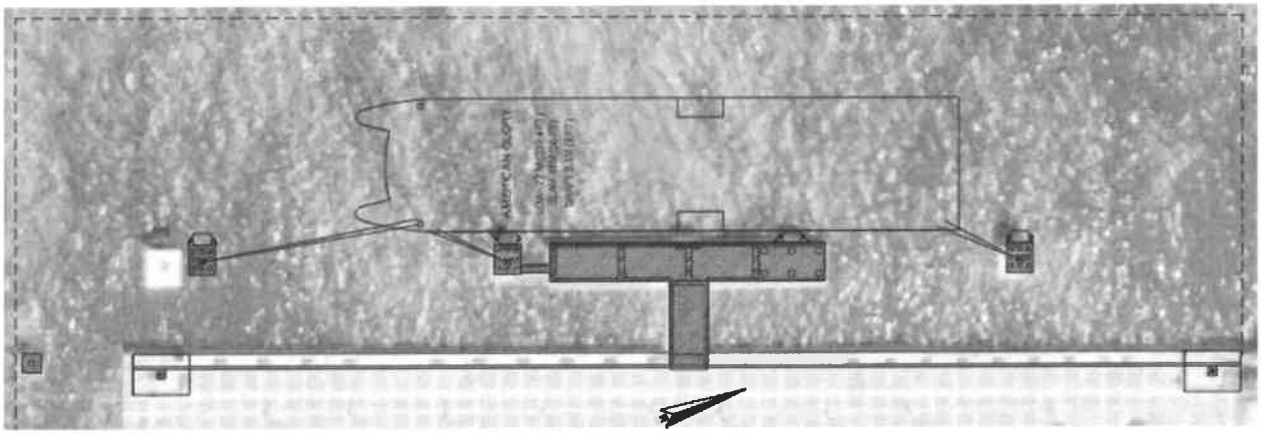


Figure 11: American Glory Existing Arrangement

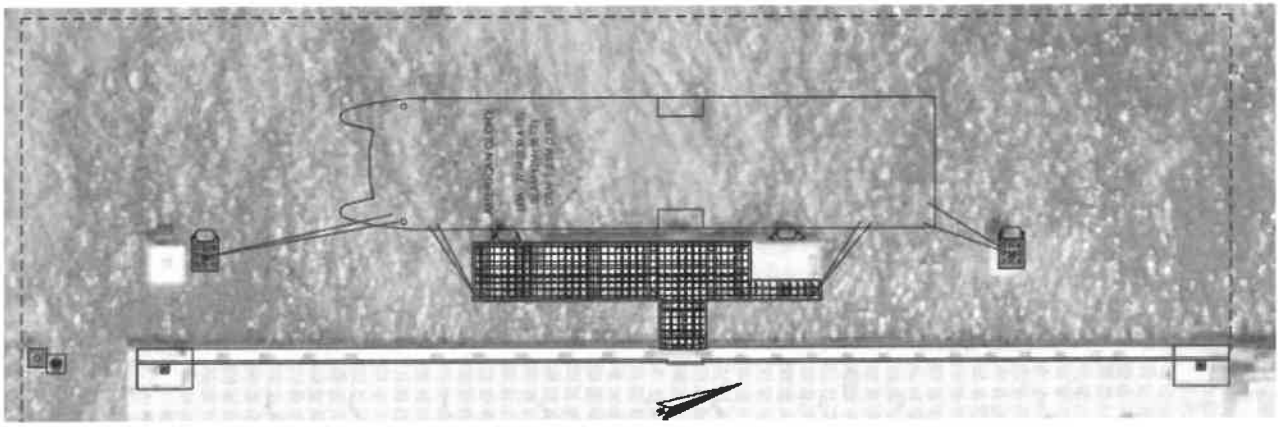


Figure 12: American Glory Proposed Arrangement

7. Cost Estimate

A cost estimate for the recommended improvements presented in this report is provided in Figure 13. These values are preliminary and subject to change during final design and project bidding.

Description	Quantity	Units	Unit Price	Extended Price
Demolition				
Demolition - Decking	2,062.00	SF	$ 34.00	$ 70,108.00
Demolition - Pile Cut Offs	21.00	EACH	$ 9,130.00	$ 191,730.00
Demolition - Dolphin	1.00	EACH	$ 17,213.00	$ 17,213.00
Demoltion - Dolphin Piles	8.00	EACH	$ 9,135.00	$ 73,080.00
Demolition-Disposal	1.00	LS	$ 40,703.00	$ 40,703.00
Sub-Total				***$ 392,834.00***
Pier/Trestle Reconstruction				
36" Dia x 3/8 x 36' piles w/ 50 feet of concrete	24	EACH	$ 74,859.00	$ 1,796,616.00
New deck/deck planks	3,619	SF	$ 172.00	$ 622,468.00
Pile Caps	120	CY	$ 3,144.00	$ 377,280.00
Cleats 25/50-ton	4	EACH	$ 2,105.00	$ 8,420.00
100 ton bollard	1	EACH	$ 8,500.00	$ 8,500.00
Foam Fender	1	EACH	$ 60,000.00	$ 60,000.00
Aluminum Handrail	42	FEET	$ 224.00	$ 9,408.00
Pavers	3,619	SF	$ 40.00	$ 144,760.00
Expansion Plates	45	SF	$ 118.00	$ 5,310.00
Sub-Total				***$ 3,032,762.00***
Monopile Dolphin				
Monopile deck	7.7	CY	$ 5,000.00	$ 38,500.00
60" Dia x 1-1/2" t x 49' Pile w/ Rock Socket	1	EACH	$ 296,907.00	$ 296,907.00
150 ton bollard	1	LS	$ 10,350.00	$ 10,350.00
Safety Ladder	1	EACH	$ 8,790.00	$ 8,790.00
Sub-Total				***$ 354,547.00***
Sub-Total for Materials and Services				$ 3,780,143.00
General Conditions				
Mobilization/Demobilization	1	LS	$ 175,000.00	$ 175,000.00
Environmental Controls	1	LS	$ 38,400.00	$ 38,400.00
Payment & Performance Bond	1	LS	$ 47,922.52	$ 47,922.52
Total without Contingency				$ 4,041,465.52
Contingency	1	20%	$ 808,293.10	$ 808,293.10
Total with Contingency				$ 4,849,758.62

Figure 13: Cost Estimate

8. Conclusions

To help improve efficiency and safety at the Mallory Square cruise berth, the proposed improvements of widening and lengthening the pier should be made. A new monopile mooring dolphin should be constructed at the southern end of the berth for the largest vessels.

The older concrete pile supported sections of the T-pier should be demolished and reconstructed in a longer and wider footprint. It is also recommended that once the inner south mooring dolphin is demolished, the pier be extended approximately 10 feet beyond the extent of the end of the demolished dolphin for accommodation of vessels with a variety of door locations. The final recommended improvement is the construction of a new wider approach trestle.

Keri O'Brien

From: Ashley Kamen <ashleykamen@hotmail.com>

Sent: Tuesday, May 7, 2024 2:39 PM
To: District IV; Mary Lou Hoover; Teri Johnston; Samuel Kaufman; Clayton Lopez; Billy Wardlow; Billy Wardlow
Cc: Albert Childress; Ronald Ramsingh; Keri O'Brien
Subject: [EXTERNAL] LOCAL BUSINESS MANAGER IN SUPPORT OF A LONG-TERM DOCKING AGREEMENT with American Cruise Lines

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Clerk: please attach this letter to the agenda item.

Esteemed City Commissioners,

As the manager of a long-established gallery on Duval Street, (Archeo Gallery 1208 Duval Street) I'm writing to express my wholehearted support for a long-term docking agreement with American Cruise Lines.

Archeo Gallery has been in business for over twenty-five years and has never, until now, seen any business come from cruise ships. I can count on one hand the number of clients we have had off large cruise ships over the last twenty years I have been with the gallery.
In contrast, guests on American Cruise Lines have been coming weekly to our business since they started docking at Mallory Square. They are engaged with the culture and history of this island in a meaningful way and have become excellent regular clients. We are thrilled American Cruise Lines is looking to expand their visits to Key West and I have full confidence this will be a boost to our sales. Although the boats are small, they have had a big impact on our business.

A long-term docking agreement would translate into a great benefit to our bottom line. Their commitment to supporting small local businesses has been well established and Key West should be doing everything we can to support their continued visits to our island.

Thank you,

Ashley Kamen
716 Love Ln
Key West, FL 33040

Manager
Archeo Gallery
1208 Duval St.
Key West, FL 33040