

AGREEMENT

This Agreement, made at Lorain, Ohio, as of this 26th day of Jan., 2013, by and between PORT OF LORAIN FOUNDATION, INC, a nonprofit 501 (c) 3 Organization, which with its successors and assigns is herein called "Port Foundation", and the LORAIN PORT AUTHORITY, a governmental entity created under Section 4582 of the Ohio Revised Code, who is herein called "Port Authority", is to Evidence that:

WHEREAS, "Port Foundation" desires to engage the "Port Authority" and the "Port Authority" Contract desires to render boat transportation services for "Port Foundation" under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), "port Foundation" and the "Port Authority" (herein collectively called the "Parties" and individually the "Party") agree as follows"

1. Engagement.

1.1 Upon the terms and conditions of this Agreement, "Port Foundation" hereby engages the "Port Authority" to render boat transportation services to "Port Foundation" and "Port Authority" hereby agrees to provide such boat transportation services to "Port Foundation" during the Performance Period (as defined herein).

1.2 Both Parties acknowledge "Port Authority's" status as an independent governmental entity under this Agreement and that, "Port Foundation" shall have no duty, responsibility, or obligation: (a) to withhold and/or pay FICA taxes or Federal, State or local income and other taxes, and/or (b) to comply with or contribute to State Workers' Compensation and/or State or federal Unemployment Compensation funds or to comply with any other laws, including the providing of any port authority fringe or other benefits with respect to "Port Authority" employees.

2. Term. The term of this Agreement (herein called the "Agreement Term") shall commence on the date hereof and shall continue until terminated as provided herein..

3. Fees.

3.1 In return for the boat transportation services to the Lighthouse rendered by "Port Authority", Port Foundation" shall pay the "Lorain Port Authority" fifty percent (50%) of all ticket prices per person transported by the "Port Authority" during the Performance Period pursuant to this Agreement, which such amount shall be reduced by fifty (50%) of any ticket sales fees incurred.

3.2 "Port Foundation" shall pay the "Lorain Port Authority" said Basic Fees within thirty (30) days after the "Port Foundations's" accounting of proceeds at the close of each boat tour.

3.3 "Port Foundation's" obligations under this Section 3 are expressly conditioned upon the "Port Authority's" continued and faithful performance of an adherence to each and every covenant, warranty, representation, duty and obligation assigned to or made by "Port Authority" hereunder.

4. Duties and Responsibilities.

4.1 The "Port Authority" shall render and perform boat transportation services for "Port Foundation" from * see below 2011 to _____, 2011 each day and as mutually agreed upon, (the "Performance Period"). During the Performance Period, the "Port Authority" shall transport all ticket holders from a location selected by "Port Foundation" (the "Departure Location") to the Port of Lorain Lighthouse and return. (Boat tours are scheduled as follows*

4.2 Each party shall maintain records relating to the boat transportation services rendered under this Agreement. Such records shall be maintained in a manner mutually acceptable to both parties.

4.3 The "Port Authority" shall be responsible for transporting any and all watercraft to and from the Departure Location before, during, and after the Agreement Term.

4.4 The "Port Foundation" shall be responsible for providing necessary personnel at loading and off-loading sites to assist patrons/passengers. The Captain of the vessel shall assist in the loading and unloading procedure.

5. Inclement Weather. If, during the Performance Period and in either the "Port Authority's" or "Port Foundation's" good faith judgment, the weather or lake conditions present a safety risk, the "Port Authority" shall be excused from performing the boat transportation services which are the subject of this Agreement for so long as such inclement weather or lake conditions exist. However, if such inclement weather or lake conditions subside during the Performance Period, the "Port Authority" shall immediately become responsible for the performance of the boat transportation services required under this Agreement.

6. Indemnity, Insurance and Registration.

6.1 Both Parties shall indemnify and hold harmless the other party against and from any and all claims, actions, suits, proceedings, costs (including, but not limited to; attorney fees, damages and liability arising out of, connected with, or resulting from the either Party's actions or omissions while performing the services designated in this Agreement.

6.2 The Parties shall jointly obtain an insurance policy containing a minimum of \$3 million of liability, personal injury, death and/or property damage arising out of, connected with, or resulting from acts or omissions while performing the services designated in this Agreement. Such insurance shall include naming each respective party as named insured (as its interests may appear). Each respective Party shall not cancel or allow to be cancelled the insurance required by this Section and all such insurance policies shall contain provisions requiring at least thirty (30) days written notice to each other before any termination or reduction in benefits thereof. The cost of insurance shall be allocated by agreement of the parties.

6.3 The "Port Authority" shall obtain and continuously maintain during the Agreement Term any and all registrations and certifications required under local, State or Federal law with regard to any watercraft used by the "Port Authority" while performing the services designated in this Agreement. Such registrations and certifications shall include, but not be limited to, all registrations and certifications required by the United States Coast Guard.

7. **Termination.** Either Party may terminate the Agreement Term upon the other Party's breach or violation of any of its obligations, duties, covenants, representations or warranties made in this Agreement.

8. **Jurisdiction and Venue.**

8.1 This Agreement is signed, executed and consummated in the City of Lorain, County of Lorain, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.

8.2 "Port Foundation" and the "Port Authority" hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Lorain County, Ohio.

8.3 For all disputes, controversies and litigation arising under this Agreement, Corporation and the "Port Authority" hereby (jointly and individually) submit to the personal jurisdiction of the State Courts of Lorain County, Ohio.

9. **Prohibition Against Assignment.**

9.1 The "Port Authority's" duties, obligations and services rendered under this Agreement are personal in nature and are unique and peculiar to the "Port Authority". Therefore, without "Port Foundation's" prior written consent, the "Port Authority" shall not assign, transfer, sell, encumber, pledge or otherwise alienate the "Port Authority's" duties, obligations, responsibilities or rights under this Agreement.

9.2 If the "Port Authority" attempts to affect any of the foregoing, "Port Foundation" shall thereupon have the continuing right and option to terminate this Agreement Term at any time, without notice or demand, and without further "Port Foundation" obligation or liability hereunder.

10. **Miscellaneous.**

10.1 This Agreement constitutes the entire agreement between "Port Foundation" and the "Port Authority" and all prior written or oral negotiations, representations, arrangements and/or agreements regarding the subject matter herein are merged into and superseded by this Agreement. "Port Foundation" and the "Port Authority" acknowledge that there are no oral or other written understandings, arrangements and/or agreements between the Parties relating to the subject matter of this Agreement except as indicated in Exhibit "A" (attached).

10.2 All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any other such provision.

10.3 No waiver by "Port Foundation" or the "Port Authority" and no refusal or neglect of "Port Foundation" or the "Port Authority" to exercise any right hereunder or to enforce compliance

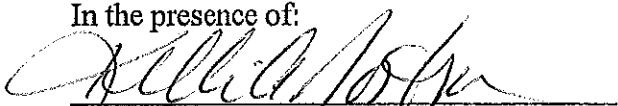
with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party.

10.4 This Agreement may be amended, altered or changed only through a written document signed by the "Port Authority" and "Port Foundation".

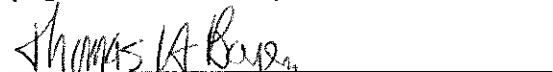
10.5 For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

In the presence of:



(Signature of Witness)



(Signature of Witness)

Date: January 26, 2013

 1-26-13

Signature of Witness

Signature of Witness

THE PORT OF LORAIN FOUNDATION, INC.

By: Edward J. Palko

Title: President

LORAIN PORT AUTHORITY

By: _____

Title: _____

**PORT OF LORAIN FOUNDATION, INC.
LORAIN PORT AUTHORITY**

The parties hereby further agree to the best of their abilities to mutually provide the additional services and equipment associated with the provision of tours to the Lighthouses.

- Work with the U.S. Coast Guard, Community Resource Officer and the Lorain Harbor Patrol to ensure public safety on the waterfront
- Provide additional security lighting and security systems at Riverside Park and the Lighthouse Museum
- Cooperatively work to provide dockage at the Lighthouse Museum
- Cooperatively work to provide accommodations for guests at Riverside Park and the Lighthouse Museum
- Cooperatively work on tour marketing