

AMENDED RESOLUTION NO. 31-2025

Introduced by William Biddlecombe

AN AMENDED RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF HURON, OHIO AND RIVER MONSTER TOURS LLC AUTHORIZED BY RESOLUTION NO. 31-2025 ADOPTED ON APRIL 8, 2025, AS FOLLOWS:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH RIVER MONSTER TOURS LLC RELATIVE TO THEIR USE OF THE MARINA HUT AND DOCKAGE AT THE HURON BOAT BASIN FOR A FIVE-MONTH TERM, AS WELL AS OFFSEASON USE OF THE MARINA HUT, IN THE AMOUNT OF THREE THOUSAND TEN AND XX/100 DOLLARS (\$3,010.00).

WHEREAS, the Huron City Council previously authorized execution of a License Agreement with River Monster Tours LLC through Resolution No. 31-2025 adopted on April 8, 2025; and

WHEREAS, the City was subsequently approached by River Monster Tours LLC with a request to amend the License Agreement dated April 10, 2025 (a copy of which is attached hereto as Exhibit "A"), to include water taxi services in addition to the boat tours contemplated in the original License Agreement; and

WHEREAS, both parties desire to amend the License Agreement dated April 8, 2025, to include water taxi services as an allowed use of the licensed premises; and

WHEREAS, Resolution No. 31-2025, adopted on April 8, 2025, must be amended to reflect the addition of water taxi services as an allowed use of the licensed premises.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

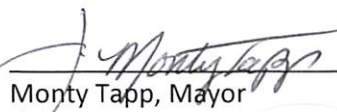
SECTION 1: That the City Manager is authorized and directed to execute a First Amendment to License Agreement for and on behalf of the City of Huron, Ohio, with River Monster Tours LLC to utilize the marina hut and designated dockage at the Huron Boat Basin for a five-month term and off-season use of the marina hut at a total cost of Three Thousand Ten and xx/100 Dollars (\$3,010.00), and to further allow water taxi services as an allowed use of the licensed premises. Said First Amendment to License Agreement is to be substantially in the form of Exhibit "B" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

27 MAY 2025

LICENSE AGREEMENT

This License Agreement ("Agreement") made between the **City of Huron**, a municipal corporation of Erie County, Ohio (hereinafter referred to as the "City") and **River Monster Tours LLC**, a Delaware limited liability company registered to do business in the State of Ohio (hereinafter referred to as "Licensee")(with the City and Licensee being individually referred to herein as "Party" and collectively referred to as "Parties"), is to EVIDENCE THAT:

WHEREAS Licensee seeks to a license from the City to utilize a portion of the City's lands being a portion of the Boat Basin H-pier ("Pier") that is approximately forty [40] feet in length and extends north from the end of the Pier to the fifth pylon on the Pier, and the hut ("Hut") located at the end of the Pier near the entrance to the Boat Basin marina ("Marina"), which Pier and Hut are adjacent and contiguous to the Huron River as depicted on the schematics and photos attached hereto as "**Exhibit A**" and incorporated herein by reference (collectively, the "Property") for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River; and

WHEREAS the City is amenable to permitting Licensee to use the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** For the purposes of this Agreement, Licensee's use of the Property for boat tours shall only be permitted seven days a week during the 2025 boating season, which shall commence on May 1, 2025 and end on September 30, 2025 ("2025 Boating Season"), and Licensee shall be permitted to use only the Hut for storage during the 2025-2026 off season, which shall commence on October 1, 2025 and end on April 30, 2026 ("2025-2026 Off Season") under the terms and conditions set forth herein. **The term of this Agreement shall only be for the 2025 Boating Season and for the 2025-2026 Off Season as referenced in the previous sentence (the "Term").** This Agreement may be terminated at any time during the Term by either Party upon service via email, certified mail, or recognized overnight courier to the other. Upon termination of this Agreement by the City for reasons other than stated in Section 11 (in which case Licensee is liable for the full costs of the license granted under this Agreement), Licensee shall be liable only for those costs payable through the termination date.
2. **LOCATION AND USE LIMITATIONS.** The City owns the Property described in **Exhibit A** attached to this Agreement. Licensee shall ensure that the boundaries of the Property are clearly delineated and easily identifiable to the public only during the 2025 Boating Season in a manner determined by the City in advance of commencement of Licensee's operations.
 - (a) **Boats/Dockage.** Licensee's right to use the Property under this Agreement includes the right to temporarily dock boats only during the 2025 Boating Season and only on the outside (river-side) of the Pier facing away from the Marina in accordance with the terms and conditions herein. Such boats cannot be parked/docked at any time along the south wall of the Pier in the entrance to the Marina or on the inside (Marina-side) of the Pier.

(b) Signage.

- i. The City grants Licensee permission to use the following signage only during the 2025 Boating Season: two (2) movable sandwich board signs and one (1) yard sign not to exceed two feet (2') wide by eighteen inches (18") high. These signs will be removed by Licensee at the end of each day by sunset and can be set out only after sunrise each day. The first sandwich board sign must only be located on the outer (river-side) half of the Pier, near the north end of the Pier as indicated by the annotated rectangle on Appendix SN1, attached hereto and incorporated herein, and not blocking or impeding pedestrian traffic on the Pier or posing a safety hazard. The second sandwich board sign must only be located within the Property and within twenty feet (20') of the Hut and not impeding or blocking pedestrian traffic on the Pier or posing a safety hazard. The one (1) yard sign must only be located near the front of the Harbor Building, in the grassy area next to the flagpole as indicated by the annotated rectangle on Appendix SN2, attached hereto and incorporated herein.
- ii. During the Term, the City grants the Licensee permission to keep the one (1) "Huron River Tours" rectangular sign mounted on the side of the Hut that faces north (the side with the entry door to the Hut), in the same location on the Hut where the sign was in 2024.
- iii. During the 2025 Boating Season only, Licensee may use only one (1) sign on the Property to indicate the use of caution at the boat loading zone.
- iv. A sign, flag, or banner including the word "Open" can be placed on the boats used by Licensee for its boat tours.
- v. Licensee agrees that it shall not install, display, or add any signs, billboards, advertisements, or other forms of signage or marketing, including a monster statue, on, in, or around the Boat Basin premises other than the signs and usage/placement of signs specified herein. This prohibition includes, but is not limited to, any signage on buildings, fences, docks, or any other property or structure within the Boat Basin area. Any violation of this clause shall be considered a breach of this Agreement and may result in penalties, including but not limited to, termination of the Agreement and/or removal of the unauthorized signage at the Licensee's expense.

(c) Covers/Fenders. During the 2025 Boating Season only, the City grants Licensee permission to place green covers and green fenders on the pylons within the Property to help delineate the area of Licensee's boat tour operations.

(d) Marketing. Except as specifically authorized herein, Licensee agrees that it shall not solicit, market, advertise, offer, propose, or otherwise try to sell its services to boaters on the Huron River or boaters using the Marina.

(e) City's Personal Property. Except as specifically authorized herein, Licensee agrees that it shall not use any of the City's personal property, including the City's picnic tables, for any purpose.

3. **PERMISSIBLE ACTIVITIES.** Licensee shall have exclusive rights to dockage only as specified herein. Overnight dockage of boats shall not be permitted. The City shall not interfere with Licensee's exclusive rights to dockage as specified herein, and Licensee acknowledges and agrees to defend, hold harmless, and indemnify the City for acts or omissions of Licensee that occur or accrue on the Property as outlined in Section 10 hereof.
4. **USE.** Licensee is granted a license to use the Property only during the 2025 Boating Season for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River, to use the Hut during the 2025-2026 Off Season for storage, and for no other purpose without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Hours of operation for Licensee's use of the Property during the 2025 Boating Season shall be seven days a week from sunrise to sunset daily, with the exception of nights that the City has a fireworks display. On those nights when the City has a fireworks display, Licensee can use the Property up to 45 minutes past the end of such fireworks display. Licensee shall ensure all trash on or about the Property is removed by Licensee to an agreed-upon dumpster location after each boat tour of the Huron River. During the 2025-2026 Off Season, Licensee is permitted to store non-perishable materials used in its business in the Hut. Plugged in appliances or equipment stored in the Hut are prohibited to be in use during the 2025-2026 Off Season.

For Licensee's use of the Property, Licensee will obtain, in advance of such use, at Licensee's sole cost and expense, and will provide proof of same to City as may be requested, the following:

- (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
- (b) all necessary site preparation and safety protections to ensure the Property is safe, suitable, and approved for the intended use;
- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources and United States Coast Guard), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 10, below.

Other than providing access to the Property pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement.

5. **COMPLIANCE WITH LAWS.** As a specific condition of this Agreement and Licensee's use of the Property, Licensee agrees to abide by all applicable rules and regulations in the Huron Codified Ordinances, the Ohio Revised Code, and those promulgated by the United

States Coast Guard. Licensee acknowledges and accepts the restriction on the possession and consumption of beer or intoxicating liquors on the Property as identified in Huron Codified Ordinance §529.09. Licensee also agrees to abide by all Erie County Health Department and Ohio Division of Liquor Control rules and regulations, and to keep the areas of the Property in a clean and sanitary condition, free and clear of all debris. Licensee agrees to commit no waste upon the Property. Upon the conclusion of this Agreement, either through expiration or termination, regardless of reason, Licensee shall, within five (5) business days of expiration or termination of this Agreement, restore the Property in the same or improved condition as it was received by Licensee at the beginning of the Term. In accordance with existing Ordinance(s), Licensee is prohibited from the placement of any dock boxes or one or more ice chests on or about the Property without the written consent of the City in the City's sole discretion.

6. **IMPROVEMENTS.** Notwithstanding any contrary provision of this Agreement, Licensee shall be responsible to maintain, repair and replace the Hut during the Term and keep same clean, safe, and appearing neat and in solid and sound repair at all times. Any and all repairs and replacement of the Hut desired by Licensee and to be performed by Licensee shall receive the prior written consent of the City in advance. Further, at the end of the Term, Licensee shall ensure the pavement and/or grass surfaces used by Licensee in and around the Property and Boat Basin are returned to the condition they were in at the commencement of the Term, ordinary wear and tear expected.
7. **AS IS.** Unless specifically stated herein, Licensee acknowledges and agrees to accept the Property in its "AS IS, WITH ALL FAULTS," existing condition. The City makes no warranties or representations, express or implied, as to the condition of the Property.
8. **UTILITIES.** Only during the 2025 Boating Season, Licensee shall have general access to existing electric and water utilities as a benefit of this Agreement. Such utility costs shall be included in the monthly payment stated herein.
9. **COST.** The costs of the license to use the Property granted herein are set forth below for the 2025 Boating Season and the 2025-2026 Off Season, and the cost of each shall be payable in one installment no later than fourteen (14) days after the commencement of each respective season. Costs shall not be prorated within the months of each respective season. Costs shall be as follows:
 - (a) 2025 Boating Season: \$2,710.00, which amount includes \$1,960 for dockage on the Pier and \$750 for use of the Hut.
 - (b) 2025-2026 Off Season: \$300 for use of the Hut.
10. **LIABILITY.** The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of action arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of

Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before Licensee's commencement of operations under this Agreement. **Notwithstanding any contrary provision on this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the Property.**

11. **BREACH.** If either Party fails to perform their respective duties under this Agreement [breaching party], the non-breaching Party may give notice to the breaching Party of such failure to perform and demand performance. If the breaching Party fails to fully perform all duties required by this Agreement within five (5) days of such notice, the non-breaching Party may terminate this Agreement without waiver of any rights the non-breaching Party may have against the breaching Party for such failure to perform. Either Party may terminate this Agreement effective immediately upon giving written notice, if the other Party engages in an act for which the Party has previously received a five (5) day notice.


Notwithstanding any contrary provision of this Agreement, the City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours' notice in the event that the Property becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee's breach of this Agreement.

12. **GENERAL TERMS.** The Parties agree that the terms and conditions set forth herein are severable and separate, and the unenforceability of any specific covenant or condition shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as a contract independent of any other provision. The terms of this Agreement are non-transferable or assignable under any conditions. This Agreement represents the entire Agreement and understanding between the City and Licensee with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied between the Parties and with respect to the subject matter contained herein.
13. **CONDITION.** This Agreement and the obligation of the Parties hereunder is expressly conditioned upon the approval of the Huron City Council.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties have hereunto set their hands as of the date(s) set forth below.

City of Huron

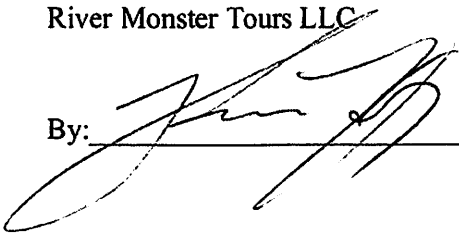
By: _____

Matthew Lasko, City Manager

Its: City Manager

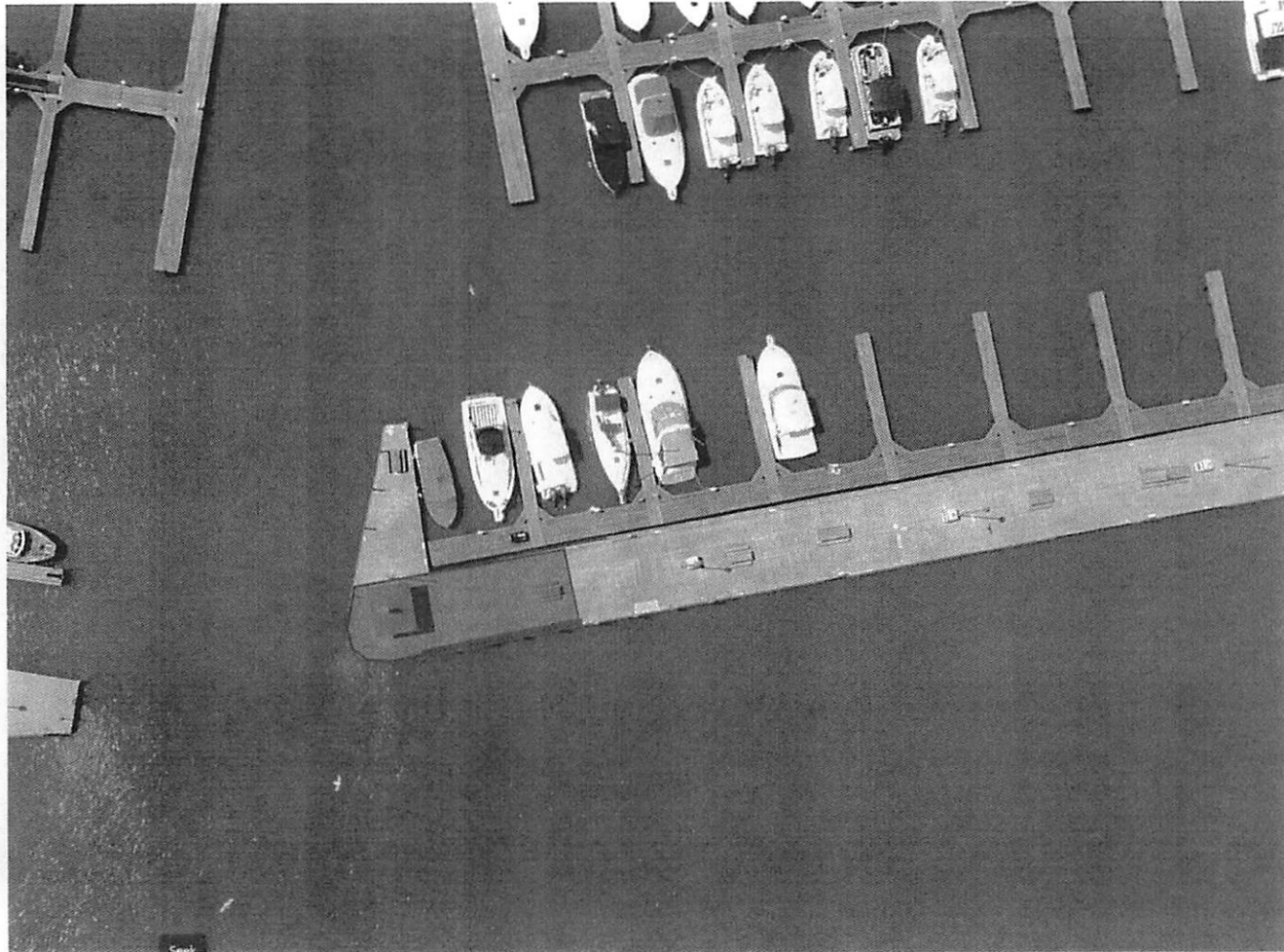
Date: 4/10/2025

River Monster Tours LLC

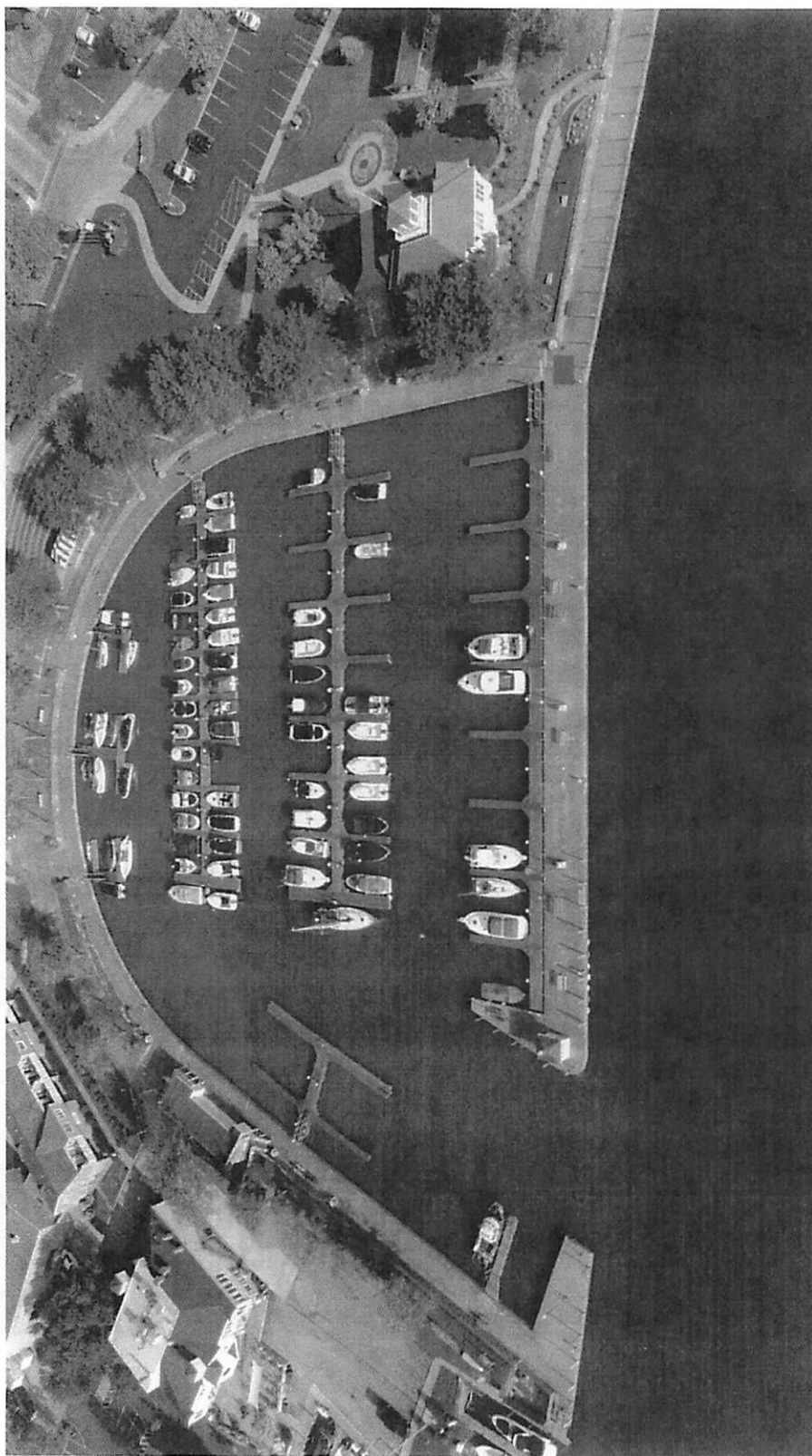
By: _____

Date: 4/10/2025

Exhibit "A"



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SN2



FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("Amendment") made between the **City of Huron**, a municipal corporation of Erie County, Ohio (hereinafter referred to as the "City") and **River Monster Tours LLC**, a Delaware limited liability company registered to do business in the State of Ohio (hereinafter referred to as the "Licensee"), is to EVIDENCE THAT:

WHEREAS City and Licensee entered into a certain License Agreement dated April 10, 2025 ("License Agreement"). All capitalized terms in this Amendment have the same meaning as in the License Agreement unless otherwise stated herein.

WHEREAS the License Agreement granted a license to Licensee to utilize the City's Property for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River; and

WHEREAS the City and Licensee want to memorialize their mutual understanding of the License Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. This Amendment is subject to all the terms and conditions as set forth in the License Agreement.
2. The license granted in the License Agreement includes the grant of a license from the City to the Licensee for Licensee to use the Property for the purposes of permitting Licensee to load, unload, and launch boat taxis in the Huron River.
3. Licensee's use the Property to load, unload, and launch boat taxis in the Huron River are subject to all the terms and conditions contained in the License Agreement with respect to the Licensee's right to load, unload, and launch boat tours of the Huron River, including, but not limited to, Licensee's obligation to secure insurance under Section 10 of the License Agreement.
4. The Parties interpret the License Agreement and all insurance coverage required therein to cover Licensee's use of the Property for the purposes of permitting Licensee to load, unload, and launch boat taxis in the Huron River.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties have hereunto set their hands as of the date(s) set forth below.

City of Huron

By:  _____
Stuart Hamilton, City Manager

River Monster Tours LLC

By: _____

Printed Name: _____

Its: _____

Date: 05/28/2025 _____

Date: _____