



LETTER OF AGREEMENT

(1) **CHARTER:** CORNELL UNIVERSITY agrees to the use of the Shoals Marine Laboratory's research/teaching vessel **JOHN M. KINGSBURY** or **JOHN B. HEISER** by INSTITUTION NAME HERE during the period of **APRIL 17, 2009 (with a rain date of 4/24/09)** ("the Charter Period") for day trips in the vicinity of the Isles of Shoals.

(2) **PAYMENT, CONDITIONS & LIMITATIONS:** INSTITUTION NAME HERE agrees to pay CORNELL UNIVERSITY for the charter sum of \$310/quarter-day (2 hours)* as reimbursement for each day of use during the Charter Period for CORNELL'S research/teaching vessel **JOHN M. KINGSBURY OR JOHN B. HEISER**, its captain and crew. This is a fully found charter; Shoals Marine Laboratory's captain and crew are in charge of the vessel, but are not responsible for supervision of the charter groups either on or off the vessel. The charter vessel as provided by CORNELL UNIVERSITY shall be with full equipment, inclusive of that required by law. There will be no SCUBA diving connected with this charter. **A transit fee of \$155/hr will be charged ONLY if the vessel is located at Appledore, and the charter pick-up/drop-off location is Portsmouth, NH or other port of call.*

(3) **INDEMNIFICATION:** INSTITUTION NAME HERE agrees to indemnify and hold harmless CORNELL UNIVERSITY and its agents and employees from any and all claims of third parties, including those of INSTITUTION NAME HERE agents and employees and students arising out of this agreement and caused in whole or in part by the acts, omissions, or neglect of INSTITUTION NAME HERE its agents or employees or students. INSTITUTION NAME HERE also agrees to hold CORNELL UNIVERSITY harmless from all claims arising out of circumstances relating to adverse weather conditions, stormy conditions, and natural disasters. INSTITUTION NAME HERE shall not be liable (i) for any damage or injury which occurs as a result of the negligence of CORNELL UNIVERSITY, Shoals Marine Laboratory, or their agents or employees (including the captain and crew of the vessel), or (ii) for any damage or injury which is due, in whole or in part, to the defective condition of the chartered vessel or to its improper maintenance.

(4) **INSURANCE:** INSTITUTION NAME HERE shall name CORNELL UNIVERSITY as an additional insured on their comprehensive public liability insurance policy, for the duration of the Charter Period, at least in the amounts of \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage. INSTITUTION NAME HERE and CORNELL UNIVERSITY shall furnish each other with a Certificate of Insurance evidencing the required insurance at least two weeks prior to charter.

(5) **GOVERNING LAW:** This agreement shall be construed in accordance with the laws of New York State.

(Date)

(Authorized signature / INSTITUTION NAME HERE)

(Date)

(Authorized signature / SHOALS MARINE LABORATORY)