



DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
WASHINGTON, D.C. 20362
CONTRACT N00024-78-C-0205

IN REPLY REFER TO

8 JUN 1978

LOAN AGREEMENT

Between

DEPARTMENT OF THE NAVY

And

DEPARTMENT OF THE INTERIOR

THIS AGREEMENT, entered into as of the 1st day of April 1978 by and between the DEPARTMENT OF THE NAVY (hereinafter referred to as the "NAVY"), and the DEPARTMENT OF THE INTERIOR (hereinafter referred to as the "BORROWER") represented by the Director, North Atlantic Region, National Park Service, Boston, Massachusetts,

WITNESSETH:

WHEREAS the BORROWER has requested an indefinite loan of the obsolete destroyer ex-CASSIN YOUNG (ex-DD-793) (hereinafter referred to as the "Vessel") for use by Boston National Historical Park, National Park Service, as an historic ship for static display to the public in dry dock #1 at the Charlestown Navy Yard (former Boston Naval Shipyard).

WHEREAS the BORROWER agrees to and undertakes the obligation to make and keep the Vessel safe and presentable for public display as an historic ship; and

WHEREAS the NAVY is willing to lend the Vessel under the authority of Section 601 of the Economy Act of June 30, 1932, as amended (31 U.S.C 686);

NOW, THEREFORE, the Navy agrees to lend the Vessel on an indefinite basis to the BORROWER and the BORROWER agrees to accept the vessel subject to the following terms, covenants, and conditions:

1. The BORROWER shall take delivery of the Vessel in its then existing condition at the Naval Inactive Ship Maintenance Detachment, Philadelphia, Pennsylvania. The Navy makes no representation or warranty either as to condition of the Vessel or as to its usefulness for any purpose whatsoever.

2. The BORROWER shall inform the Navy of the date that it expects to take delivery of the Vessel and agrees that such delivery shall take place on or before 1 December 1978.

3. The BORROWER shall not activate or permit to be activated any system aboard the Vessel for purposes of navigation or movement of the Vessel under its own power.

4. The BORROWER shall establish the Vessel as an historic ship in such a manner that it will not cast discredit upon the Navy or upon the proud tradition of the Vessel and shall not allow the Vessel to become a menace to navigation, public health, or safety.

5. The BORROWER shall maintain the Vessel in a condition satisfactory to the Navy. To that end the BORROWER shall install not later than 1 December 1979 a permanent mooring or docking arrangement acceptable to the Navy. Pending completion of the permanent mooring arrangement, temporary mooring of the Vessel shall be accomplished in a manner and at a site acceptable to the Navy.

6. The BORROWER shall assume maintenance obligations which shall include, but not be limited to (a) the performance of all necessary painting and cleaning of exterior surfaces and interior compartments and passageways open to the public; (b) the provision and maintenance in all public and private spaces of such handrails, warning signs, fire protection, lighting and ventilation systems and other safety devices as are necessary to insure the safety of the visiting public and of maintenance personnel aboard the Vessel; (c) the assurance of the watertight integrity of the hull while the Vessel is afloat; (d) the provision and maintenance of safe and efficient means of access and egress; (e) the provision and maintenance of suitable sanitary facilities ashore for visitors; and (f) such other safety and maintenance work as may be determined to be reasonably necessary. All the obligations hereunder shall be performed by the BORROWER at its own expense and without reimbursement or contribution by the Navy. All work performed hereunder shall be subject to the approval of the Supervisor of Shipbuilding Conversion and Repair, USN, Building 114, Section "D", 666 Summer Street, Boston, Massachusetts 02210.

7. The BORROWER shall prohibit members of the general public from visiting aboard the Vessel prior to the accomplishment of all work necessary to make the Vessel safe and presentable for public viewing, except as may be authorized by the Navy prior to completion of such work.

8. The BORROWER shall submit to the Navy an annual material inspection report on the condition of the Vessel on or before 30 June of each year that this agreement is in effect.

9. The BORROWER shall return the Vessel to the Navy when requested to do so on the basis of an overriding need for the Vessel by the Navy. In the event that the BORROWER, shall fail to perform the obligations assumed under this Agreement, the Secretary of the Navy or his duly authorized representative may terminate this Agreement and the Vessel shall then be returned to the Navy at the former Boston Naval Shipyard.

10. The Navy shall not be liable to the BORROWER in any manner whatsoever on account of delayed delivery or non-delivery of the Vessel or for any other reason.

11. In consideration for the use of the Vessel, the BORROWER shall permit the Navy to use dry dock #1 at the former Boston Naval Shipyard for docking USS CONSTITUTION at the Navy's expense from time to time (estimated to be at intervals of ten years) or on an emergency basis.

12. The BORROWER may terminate this Agreement upon ninety (90) days' notice to the Commander, Naval Sea Systems Command.

13. The term "Navy" means the Secretary of the Navy, Under Secretary or Assistant Secretary of the Navy, the Commander, Naval Sea Systems Command, and any other duly authorized representative, acting within the limits of his authority, that the aforesaid officials may appoint.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

DEPARTMENT OF THE NAVY

By Everett Pyatt

Everett Pyatt
Principal Deputy
Assistant Secretary of the Navy
(Logistics)

DEPARTMENT OF THE INTERIOR

By Jack E. Stark