

NOQUEMANON TRAILS NETWORK COUNCIL (NTN) PERMIT
PEDESTRAIN CORRIDOR

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, grants Noquemanon Trails Network Council (NTN), a Michigan non-profit corporation, of 401 E. Fair Street, Marquette, MI 49855, permission to perform trail preparation and maintenance of a non-motorized recreational trail located in the City and commonly known as the Pedestrian Corridor, as shown on the attached Exhibit A, subject to the following terms and conditions:

1. Permission is granted to access the property for trail preparation, maintenance and grooming of a non-motorized recreational trail only.
2. The City makes no warranty as to the condition of the real property (Premises) upon which the Pedestrian Corridor is located.
3. NTN agrees to indemnify and hold harmless the City, its officials, officers, employees, agents and assigns from any and all liens, claims, charges, liabilities, and/or damages for acts of commission, omission, or negligence on the part of NTN, NTN's subcontractors, or NTN's agents and employees, arising or growing out of the performance of NTN's trail preparation, maintenance and grooming of the Pedestrian Corridor.
4. NTN specifically agrees to assume all risks associated with trail preparation, maintenance and grooming of the Pedestrian Corridor.
5. This trail is for non-motorized recreation only. NTN will use signage and other aids as appropriate to help prevent unauthorized use. NTN may use motorized equipment to perform trail grooming and maintenance as needed.
6. Access is granted only to the Premises noted on the attached map.
7. Permission is granted to maintain a trail sixteen feet (16') in width as shown on the highlighted section of the attached map. Any materials removed for the maintenance of the trail, including timber, is to be removed in accordance with local ordinances and permission of the City by NTN at NTN's cost. Any merchantable timber removed, as determined by the City representative, will remain the possession of The City. Trail preparation, maintenance and grooming of the Pedestrian Corridor shall only take place between the hours of 7:00 a.m. and 7:00 p.m.

8. NTN is to leave the condition of the Premises in the same or better condition as it was before entering the Premises for trail preparation, maintenance and grooming.

9. There will be no interference by NTN and/or NTN's contractors or agents with any of the City's operations on the Premises. It is further agreed that access by the City to the Premises shall be maintained at all times.

10. NTN agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of the Premises. NTN may repair drainage aids and bridges or restore areas to their historic condition.

11. The permission herein granted shall be from October 1, 2019 through May 1, 2020. The City and the NTN each have the right to cancel and terminate this agreement at any time and for any reason by providing written notice to the other; and upon notice of such cancellation or termination NTN will immediately cease to use the Premises.

12. NTN shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of the City.

13. NTN shall submit for review any publication referencing the City and the Premises. NTN shall make all reasonable efforts to give favorable publicity to the City and its role in the listed trail as approved by the City.

14. It is understood by the parties that this agreement falls under the provisions of The State of Michigan Recreational Use Act, MCL §324.73301. Under this statute, so long as the landowner does not receive valuable consideration for the use of its property, the landowner is not liable for injuries to a person using the land for recreational or trail use. The City, as the landowner, will receive no valuable consideration in exchange for any terms under this agreement.

15. NTN shall provide the City with certificates of insurance showing insurance coverage as noted below, stating that coverage afforded on their policies will not be cancelled, limited or allowed to expire until after thirty (30) days written notice has been given to the City. NTN shall maintain this coverage at all times during the performance of this agreement.

a. Workers Compensation coverage according to any applicable statute, including employer's liability coverage with \$1,000,000 limit per accident.

b. Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage or \$1,000,000 Combined Single Limit.

c. Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage or \$1,000,000 Combined Single Limit.

Each sub-contractor shall be a named insured in NTN's policies. The City shall be named as additional insured and loss payees on all NTN's insurance policies (except workmen's compensation insurance, in which the City will not be listed as additional insured or loss payees) and NTN's policies will be on an "occurrence" and not on a "claims made" form. NTN will file with the City, on or before the commencement of this agreement and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies or certificates or other proofs, as may reasonably be required to establish NTN's insurance coverage in effect from time to time.

THE CITY OF MARQUETTE

Dated: _____

By: Frederick Stonehouse
Its: Mayor

Dated: _____

By: Kris M. Hazeres
Its: City Clerk

APPROVED AS TO CONTENT:

L. Michael Angeli, City Manager

APPROVED AS TO FORM:

Ronald D. Keefe, City Attorney

NOQUEMANON TRAILS NETWORK COUNCIL

Dated: 10/7/19

Lori L. Hauswirth
By: LORI L. HAUSWIRTH
Its: 10/7/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RT SPECIALTY - CHICAGO, IL
500 W MONROE ST FL 28
CHICAGO, IL 60661
(312) 379-8244

CONTACT

NAME:

PHONE
(A/C, No, Ext): (312) 379-8244FAX
(A/C, No):E-MAIL
ADDRESS:**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: United States Fire Insurance

21113

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Noquemanon Trails Network Council
P.O. Box 746
Marquette, MI 49855

COVERAGES

CERTIFICATE NUMBER: USP282152

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				X		SRPGAPML-101-0718	11/01/2018 12:01 AM	11/01/2019 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY									PRODUCTS - COM/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									PERSONAL & ADV INJURY	\$1,000,000.00
										EACH OCCURRENCE	\$1,000,000.00
										FIRE DAMAGE (Any one fire)	\$300,000.00
										MED EXP (Any one person)	\$5,000.00
GEN'L AGGREGATE LIMIT APPLIES PER.											
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC											
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO									BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS									BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS									PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR		X		USX103747	11/01/2018 12:01 AM	11/01/2019 12:01 AM	EACH OCCURRENCE	\$1,000,000.00
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$1,000,000.00
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Youth and Adult Sports

City of Marquette, its officers and employees is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Primary and Non-contributory is applied.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of Marquette
300 W. Baraga
Marquette, MI 49855

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R-T Specialty, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: SRPGAPML-101-0718/USP282152
Insured: Noquemanon Trails Network Council

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Marquette 300 W. Baraga Marquette, MI 49855
City of Marquette, its officers and employees is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

EXHIBIT A

