

## PERMIT

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, and the Noquemanon Trails Network Council (NTN), a Michigan non-profit organization, of P.O. Box 864, Marquette, MI 49855, enter into this agreement on December \_\_\_\_\_, 2021, subject to the following conditions:

Background. The City grants permission to the NTN to access its properties, as shown on the attached Exhibit A, to prepare and maintain a non-motorized recreational trail subject to the following terms and conditions as outlined in this permit.

1. Grant of Permit. Permission is granted by the City to access the property for trail preparation and maintenance of a non-motorized recreational trail ONLY for the specific purpose of holding the Noquemanon Ski Marathon. The City makes no warranty as to the condition of the property. The NTN specifically agrees to assume all risks associated with the trail preparation and maintenance of a non-motorized recreational trail. This trail is for non-motorized recreational use only, to include residents of the City and other members of the public. The NTN will use signage and other aids as appropriate to help prevent unauthorized use. The NTN may use motorized equipment to perform trail grooming and maintenance, as needed. Access is granted only to the City property noted on the attached map.

Permission is granted to develop trails up to sixteen feet (16') in width as shown on the attached map. Any materials removed for the preparation of the trail, including timber, are to be left adjacent to the trail for habitat restoration in accordance with local ordinances and as directed by the City and NTN at their cost. Any merchantable timber removed, as determined by a City representative, will remain the possession of the City. The NTN is to leave the condition of the properties in the same or better condition as it was before entering the property for trail preparation and maintenance of a non-motorized recreational trail. There will be no interference by the NTN and/or the NTN's contractors or agents with any City operations on its property. It is further agreed that access by the City to its land shall be maintained at all times. The NTN agrees that there shall be no impairment of natural or installed drainage facilities occasioned by the aforementioned use of City property. The NTN must repair drainage aids and bridges or restore areas to their historic condition.

The permission herein granted shall expire at 11:59 p.m. on January 22, 2022. The City reserves the right to cancel and terminate this permit at any time. Upon written notice of such cancellation or termination, the NTN will immediately cease to use the property of the City.

2. Reimbursement of Damages. The NTN shall reimburse the City for any damages to the City's property caused by the NTN's entry on the property for the purpose of this license.
3. Liability. The NTN hereby releases, waives, discharges, and covenants not to sue the City, its departments, officers, employees, and agents from any and all liability to NTN, its officers, employees, and agents for all losses, injury, death or damage, and any claims or demands therefore, on account of injury to person or property, or resulting in death of

NTN's officers, employees, agents, guests, or participants whether caused by the City, its departments, officers, employees, or agents.

4. Indemnification. The NTN hereby covenants and agrees to indemnify and save harmless, the City, its departments, officers, employees, and agents from any and all claims and demands for all loss, injury, death or damage that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the property which are the subject of this permit, as well as any other City property. This indemnification and save harmless agreement shall extend to all loss, injury, death or damage proximately caused or arising out of the negligence of the City, its departments, officers, employees, and agents.

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

- 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.
- If applicable, Workers Compensation coverage according to statute, including employers liability coverage with \$1,000,000 limit per accident.
- If applicable, 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, if any, shall be a named insured in the NTN's policies. The City shall be named an additional insured and loss payee 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" basis. The NTN will file with the City, on or before the commencement of work 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 the NTN's insurance coverage in effect from time to time.

5. Compliance. The NTN shall, in the use and occupancy of City property, comply with all laws, ordinances, rules and regulations of the City and any other governmental bodies having jurisdiction over the operations of the NTN, or City business or occupation of City property.
6. Publicity. The NTN shall submit for review any publication referencing the City and the City's property as it pertains to the listed property. The 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.

7. Organized Events. The NTN will notify the City no less than sixty (60) days prior to the scheduled event date to confirm its route and schedule. These events are organized and administered by the NTN.

IN WITNESS WHEREOF, the parties to this Permit have signed the document as the day and year first written above.

Witnessed by:

CITY OF MARQUETTE

\_\_\_\_\_

By: \_\_\_\_\_  
Jennifer A. Smith, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE

APPROVED AS TO FORM

\_\_\_\_\_  
Karen M. Kovacs  
City Manager

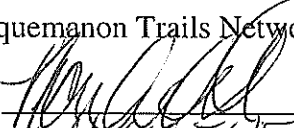
\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

I have read this permit and instructions and agree to the terms and conditions as stated.

Witnessed by:

Noquemanon Trails Network Council

\_\_\_\_\_

By:   
Name: NICOLE DEFURIA  
Title: TRAIL COORDINATOR

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**Guineasing**