

PADDLE SPORTS CONCESSIONAIRE PERMIT

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, grants Marquette Mountain Resort, LLC (Marquette Mountain), a Michigan limited liability company, of 4501 M-553, Marquette, MI 49855 permission to utilize certain real property as more specifically identified in Exhibit A (Premises) for launch and take-out sites for paddle sport tours, subject to the following terms and conditions:

1. Permission is granted for non-exclusive access to the Premises for launch and take-out sites for paddle sport tours only.
2. The City makes no warranty as to the condition of the Premises upon which access is granted pursuant to this Permit, and Marquette Mountain accepts the Premises "as is".
3. Marquette Mountain 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 Marquette Mountain, or its guests, agents and employees, arising out of the use of the Premises.
4. Marquette Mountain specifically agrees to assume all risks associated with its use of the Premises.
5. Non-exclusive access is granted to the Premises noted on the attached Exhibit A.
6. Permission is granted for intermittent short-term, non-exclusive use of the Premises. No vehicles, equipment or structures may be stored on the Premises over night. Marquette Mountain may not alter the Premises in any way and shall repair any damage, or promptly reimburse the City for repairs performed by the City for damage created by Marquette Mountain, or its agents, employees or guests.
7. Marquette Mountain shall leave the Premises in the same or better condition as it was before using the Premises as allowed herein.
8. Marquette Mountain and/or its agents, employees or guests shall not interfere with any of the City's operations on the Premises or the use of others, including the general public, of the Premises. It is further agreed that access by the City to the Premises shall be maintained at all times.
9. The permission granted herein shall be from May 15, 2023 through October 31, 2023; may 15, 2024 through October 31, 2024 and May 15, 2025 through October 31, 2025. The City and the Marquette Mountain each have the right to terminate this agreement at any time and for any reason by providing at least 30 days written notice to the other; at which time all rights and obligations of the parties shall terminate.

10. As consideration for the rights detailed herein, Marquette Mountain shall pay the City 0.5% of their gross monthly kayak tour/rental revenues. Payment shall be made by the 15th of each month for the preceding month's tours/rentals. Marquette Mountain shall provide City sufficient information with each payment to verify the accuracy of the payment.

11. Marquette Mountain shall, in the use and occupancy of the Premises, comply with all laws, as well as all ordinances, rules and regulations of the City.

12. Marquette Mountain shall submit for review any publication referencing the City and the Premises. Marquette Mountain shall make all reasonable efforts to give favorable publicity to the City.

13. Marquette Mountain 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. Marquette Mountain 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 nonowned 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.

The City shall be named as additional insured and loss payees on all Marquette Mountain's insurance policies named herein except workmen's compensation insurance, and Marquette Mountain's insurance policies will be on an "occurrence" and not on a "claims made" basis. Marquette Mountain 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 Marquette Mountain's insurance coverage in effect from time to time.

THE CITY OF MARQUETTE

Dated: _____

By: Cody O. Mayer
Its: Mayor

Dated: _____

By: Kyle Whitney
Its: City Clerk

APPROVED AS TO CONTENT:

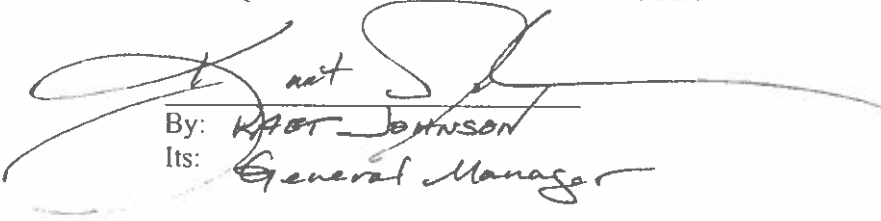
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

MARQUETTE MOUNTAIN RESORT, LLC

Dated: 5/11/2023


By: Robert Johnson
Its: General Manager

PADDLE SPORTS CONCESSIONAIRE EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2023

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - 800-990-7465 (CA DOI # 0G13561) Safehold Special Risk, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	CONTACT NAME: Ryan Patrick PHONE (A/C, No, Ex): 603.570.5218 FAX (A/C, No): 855-529-7684	
	E-MAIL ADDRESS: ryan.patrick@safehold.com	
INSURED Marquette Mountain Resort, LLC 4501 State Highway M553 Marquette, MI 49855	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	NAIC #: 11150
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 15719045** **REVISION NUMBER: See below**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>	SKCGL00005	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 1,000,000
							<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR
	<input checked="" type="checkbox"/> \$25,000 SIR Occurrence		MED EXP (Any one person)				\$ EXCLUDED	
	<input checked="" type="checkbox"/> \$75,000 SIR Aggregate		PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE				\$ 10,000,000	
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
		<input type="checkbox"/> LOC					\$	
		OTHER:					\$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO			BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)	\$			
					\$			
<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION S						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The City of Marquette, its agents, representatives, directors, officials, and employees, are included as additional insured, when required by written contract, agreement, lease or permit, solely as respects the liability arising out of the operations of the named insured in regards to Kayak Tours.

CERTIFICATE HOLDER

CANCELLATION

City of Marquette 300 W. Baraga Ave. Marquette, MI 49855	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
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