

AGREEMENT FOR USE OF MARQUETTE LIGHTHOUSE

This Agreement, made and entered into this _____ day of _____, 2024, by and between the City of Marquette, a municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the “City”), and The Marquette Maritime Museum Association, Inc., (hereinafter referred to as the “MMM”) of PO Box 1096, Marquette, MI 49855.

WHEREAS, the City is the owner and operator of the Marquette Lighthouse adjacent boathouse, catwalks and grounds at 300 N. Lakeshore Blvd., Marquette, Michigan (“Lighthouse”); and

WHEREAS, the City is willing to allow MMM use of the Lighthouse in accordance with the terms and conditions contained herein from January 1, 2024 through December 31, 2027.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, it is agreed as follows:

1. MMM will pay to City a monthly fee equal to half of MMM’s gross revenue derived from docent-lead lighthouse and grounds tours. MMM will make each payment no later than the 15 days following the end of each month, and shall provide to City, with payment, a financial statements verifying all revenue for tours for the month immediately proceeding.

2. City grants access and use of the Lighthouse, including adjacent boathouse, catwalks and surrounding grounds, to MMM during the term of this agreement. This access shall be to the Lighthouse and adjacent boathouse only and not to any other buildings or facilities located on the Lighthouse grounds, and access shall be for pedestrian and storage usage only. Access to other buildings or facilities on the Lighthouse grounds may be granted by the City’s Community Services Director or by his/her specified designee. MMM shall be issued an access code for the Lighthouse and two keys for any gate for the duration of this term, which may not be copied and

which must be returned to the City upon expiration of this agreement. As part of its use, MMM may create and maintain historic displays and related items in the Lighthouse, however all such items shall be kept in such a way as to not violate local health and safety codes.

3. MMM's access and use of the Lighthouse shall only be for the purposes of maintaining displays, training employees and conducting guided tours. MMM shall limit tours to normal park hours (7:00 a.m. until 11:00 p.m.) unless MMM notifies Community Services Director or his/her designee of special tour dates and times.

4. Maintenance of the Lighthouse shall be the responsibility of the City, and such maintenance will be performed based on the Historic Structure Report commissioned January 28, 2013, a copy of which is on file at the City. Such maintenance will be done to the extent needed to ensure safety, well being and maintenance of aesthetics of the Lighthouse. MMM shall be responsible for notifying City of needed maintenance within seven (7) days of discovery. City shall provide a minimum of twenty-four (24) hours notice of performance of maintenance and all maintenance will be performed in a reasonable time frame.

5. The City shall be notified in writing of any damage to the Lighthouse or grounds resulting from a tour within twenty-four (24) hours after the damage occurs. The City is responsible for all repairs resulting from MMM's use, at MMM's expense. MMM shall pay City no later than seven (7) days after repairs are made.

6. MMM agrees to indemnify and hold harmless the City, its officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from the City, its officials, employees, volunteers and others working on behalf of the City by reason of personal injury, including bodily injury or death and/or property

damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

7. MMM shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with MMM's use of the Lighthouse. All required insurance policies shall name the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested. MMM shall have a continuing obligation to provide City with a copy of its valid insurance policies, and shall promptly provide City an updated copy upon renewal.

8. The City has the right to inspect the Lighthouse at any time, and will make reasonable efforts to have MMM staff available, as may be deemed necessary. Any violation noted in any inspection, which does not result from US Coast Guard or City use of the Lighthouse, shall be corrected by MMM within twenty-four (24) hours. The City may close the Lighthouse at any point and for any period of time if violations are not corrected as required or if such violation provides imminent health and safety concerns. City will provide immediate notice to MMM of such closure.

9. Upon written consent of the City's Community Services Department, MMM may construct temporary structures on the Lighthouse grounds.

10. The occurrence of any of the following shall constitute a default by the User Group:

a. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to MMM.

b. Failure to maintain insurance as required by this Agreement, which shall be

cause for immediate termination of this Agreement by the City.

c. MMM files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

d. MMM modifies its corporate structure without providing notice to the City.

e. MMM fails to uphold any obligation set forth herein.

11. In the event of default, the City shall provide MMM written notice of default. MMM shall have thirty (30) days after notice is provided to cure said default. MMM may request a meeting to discuss the default notice with the City Manager and City staff, within the thirty (30) day period. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event MMM does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate this Agreement, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

12. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

13. No delay or omission in the exercise of any right or remedy of the City on any default by MMM shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

14. Nothing in this agreement shall render the City in any way a partner, in joint ventureship with MMM.

15. Upon expiration or termination of this agreement, and without any extensions or renewals of this Agreement, MMM shall either renew this Agreement, enter into a new agreement, or at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Return the keys to the Lighthouse to the City.
- c. Return the keys to the gates to the City.

Any goods, effects or equipment owned by the MMM that are not removed shall be deemed to have been abandoned and shall become the property of the City.

This Agreement may be extended for future terms, subject to the outcome and objectives of the land use plan currently being performed by the City.

16. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

17. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

18. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

19. MMM's primary contact with the City shall be through the City of Marquette Community Services Director, or any person designated by him/her.

20. The MMM may terminate the agreement with 30 days notice, in writing, to the City

Manager.

CITY OF MARQUETTE

MARQUETTE MARITIME MUSEUM
ASSOCIATION, INC.

Sally Davis, Mayor



By: Hilary Bullman
Its: Director

Kyle Whitney, City Clerk

By:
Its:

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

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		CONTACT NAME: Shelly Malay	
Elder Agency		PHONE (A/C, No, Ext): (906) 228-9292	FAX (A/C, No):
500 S Third St		E-MAIL ADDRESS: smalay@elderagency.com	
Marquette MI 49855		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FREMONT INS CO	NAIC # 13994
INSURED		INSURER B:	
Marquette Maritime Museum Association Inc		INSURER C:	
PO Box 1096		INSURER D:	
Marquette MI 49855		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Y	CPP 0051834 08	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A	WCP 0019152 08	07/27/2023	07/27/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Marquette is listed as additional insured
All Premiums are paid to date

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 Shelly Malay
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