

## **AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE COVERAGE**

This Agreement to Indemnify and Provide Insurance Coverage (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Saugatuck (“Saugatuck”); the City of the Village of Douglas, (“Douglas”), the Saugatuck/Douglas Area Convention & Visitors Bureau (“CVB”), and Small Town Saturday Night Fireworks, LLC (“STSN Fireworks”) (collectively, the “Parties”).

### **RECITALS**

**WHEREAS**, CVB desires to contract with STSN Fireworks to facilitate a fireworks display on the Kalamazoo River on July 5, 2025, (the “Event”);

**WHEREAS**, Saugatuck and Douglas desire to accommodate the Event by granting the necessary approvals and contributing towards the cost of the Event;

**WHEREAS**, given the nature of fireworks displays, Saugatuck and Douglas possess an interest and an obligation to ensure that appropriate insurance coverage is provided for the Event and to ensure that neither Saugatuck nor Douglas will be liable for any loss or damage caused by or attributable to CVB and STSN Fireworks’ performance of the Event;

**WHEREAS**, the Parties desire to enter into this Agreement to clarify how insurance coverage for the Event will be provided and to establish indemnification obligations for CVB and STSN Fireworks.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### **AGREEMENT**

1. Cooperation: Saugatuck and Douglas shall cooperate in good faith with CVB and STSN Fireworks to review and process the necessary permissions and approvals for the Event.
2. Insurance Obligations: The Parties agree that the insurance for the Event will be provided as follows:
  - a. STSN Fireworks will provide \$1,000,000.00 in liability insurance for the Event. STSN shall be the primary insured party under that policy and Saugatuck, Douglas, and CVB shall be named as additional insureds. STSN shall provide Saugatuck, Douglas, and CVB with a certificate of insurance evidencing the same no later than 30 days before the Event, and shall provide Saugatuck, Douglas, and CVB with a copy of such policy upon request.
  - b. The CVB will provide \$2,000,000.00 in liability insurance for the Event. CVB shall be the primary insured party under that policy and Saugatuck and Douglas shall be named as additional insureds. CVB shall provide Saugatuck and Douglas with a certificate of insurance evidencing the same no later than 30 days before the Event, and shall provide Saugatuck and Douglas a copy of such policy upon request.
3. Application of Insurance Coverage: In the event of any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of

the Event, the Parties agree that insurance coverage will be provided first through STSN Fireworks' liability policy and then through CVB's liability policy.

4. Indemnification: CVB and STSN Fireworks agree to defend, indemnify, and hold harmless Saugatuck and Douglas and their respective officials, agents, servants, and employees, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of the Event, and regardless of which claim, demand, damage, loss, cost, or expense is caused in whole or in part by the negligence of Saugatuck, Douglas, or by third parties, or by the officials, agents, servants, employees, or factors of any of them. This obligation shall survive termination of this Agreement.
5. No Waiver: No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by Saugatuck or Douglas of any governmental immunity or any other defense that would be available under state or federal law.
6. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Agreement, then the law of Michigan shall apply.
7. Amendments: This Agreement may not be amended by the parties unless such amendment is in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written.

*[Signature Page to Follow]*

CITY OF SAUGATUCK

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF THE VILLAGE OF  
DOUGLAS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

SAUGATUCK/DOUGLAS AREA  
CONVENTION & VISITORS  
BUREAU

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

SMALL TOWN SATURDAY  
NIGHT FIREWORKS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_