

AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE COVERAGE

This Agreement to Indemnify and Provide Insurance Coverage (“Agreement”) is made this 5th day of July 2025 by and between the Saugatuck Douglas Area Convention and Visitors Bureau (“SDACVB”); the City of the Village of Douglas, (“Douglas”), and Great Lakes Fireworks (GLF) (collectively, the “Parties”).

RECITALS

WHEREAS, Saugatuck Douglas Area Convention and Visitor’s Bureau desires to contract with Great Lakes Fireworks to facilitate a fireworks display on the Kalamazoo River on July 5th, 2025, (the “Event”);

WHEREAS, Douglas desires to accommodate the Event by granting the necessary approvals:

WHEREAS, given the nature of fireworks displays, Douglas possesses an interest and an obligation to ensure that appropriate insurance coverage is provided for the Event and to ensure that Douglas will not be liable for any loss or damage caused by or attributable to the 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 the Saugatuck Douglas Area Convention and Visitor’s Bureau and Great Lakes Fireworks.

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

AGREEMENT

1. Cooperation: Douglas shall cooperate in good faith with SDACVB and GLF 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. GLF will provide \$5,000,000 in liability insurance for the Event. GLF shall be the primary insured party under that policy Douglas, and the SDACVB shall be named as additional insureds. GLF shall provide Douglas, and the SDACVB with a certificate of insurance evidencing the same no later than 10 days before the Event, and shall provide Douglas, and the SDACVB with a copy of such policy upon request.
 - b. The SDACVB will provide \$2,000,000.00 in liability insurance for the Event. Douglas shall be named as additional insured. The SDACVB shall provide Douglas with a certificate of insurance evidencing the same no later than 10 days before the Event and shall provide Douglas with 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 a GLF liability policy and then through the SDACVB liability policy.
4. Indemnification: The SDACVB and GLF agree to defend, indemnify, and hold harmless Douglas and its 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 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 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 THE VILLAGE OF
DOUGLAS

By: _____

Dated: _____

Its: _____

By: _____

Dated: _____

Its: _____

SAUGATUCK DOUGLAS AREA
CONVENTION & VISITORS
BUREAU

By: _____

Dated: _____

Its: _____

GREAT LAKES FIREWORKS

By: Barry Beltz

Dated: 2/18/2025

Its: Member