

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**  
**(PARKING LOT AT LAKE FRONT PARK)**

1. This Indemnification and Hold Harmless Agreement is executed as of the date set forth below by the EDSEL & ELEANOR FORD HOUSE, whose address is 1100 Lake Shore Drive, Grosse Pointe Shores, MI 48236 ("Applicant").
2. Applicant desires to use the Parking Lot at Lake Front Park, located at 23000 Jefferson Avenue, St. Clair Shores, Michigan 48080, owned by the City of Grosse Pointe Woods (hereinafter "Parking Lot"), on an as-needed basis solely for the purpose of parking for Applicant's employees, volunteers, and agents during events held on Applicant's Property. Use of the Parking Lot is limited to vehicular ingress, egress, and parking, and pedestrian access between the Parking Lot and Applicant's Property.
3. Applicant agrees to indemnify, defend, and hold the City of Grosse Pointe Woods and the City's elected or appointed officials, employees, and agents harmless from and against any liability, claim, action, debts, damage, loss, cost, and expense of every kind or nature, including attorney fees, arising directly or indirectly from or in connection with the use of the Parking Lot pursuant to this agreement. Applicant further agrees to make financial restitution to the City of Grosse Pointe Woods for any damage to or loss to City property or equipment arising from the use of the Parking Lot.
4. Applicant shall maintain liability coverage in the amount of one million dollars and shall provide the City with a Certificate of Liability Insurance and an additional insured endorsement naming the City of Grosse Pointe Woods as an additional insured. Certificates of Insurance must be in a form acceptable to the City and shall be provided to the City upon request and prior to the use of the Parking Lot. Said insurance and additional insured endorsement must remain in effect during Parking Lot use.
5. Applicant must notify the City Administrator of requested dates prior to use. The City Administrator or his designee has the sole discretion whether to grant or deny a request. If a request is granted, parking is not guaranteed and spaces will be available on a first-come, first-served basis and only to the extent unoccupied by other users. The use of the Parking Lot for City and public purposes has priority over Applicant use.
6. This agreement does not confer vested rights in Applicant to access and use the Parking Lot, and does not create third party beneficiary rights. The agreement is binding upon Applicant's successors and assigns and shall be interpreted under the laws of the State of Michigan.

The undersigned hereby acknowledges and agrees that he or she has carefully read the foregoing Indemnification and Hold Harmless Agreement and has authority to bind Applicant to its terms.

Dated this 29 day of SEPTEMBER, 2021.

**EDSEL & ELEANOR FORD HOUSE**



By: MARK J. HAPPON

Its: PRESIDENT & CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2021

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).

<b>PRODUCER</b> Brown & Brown of Detroit 35735 Mound Road  Sterling Heights MI 48310		<b>CONTACT NAME:</b> Danielle Duval <b>PHONE (A/C, No, Ext):</b> (586) 977-6300 <b>FAX (A/C, No):</b> (586) 977-6780 <b>E-MAIL ADDRESS:</b> dduval@bbdetroit.com	
<b>INSURED</b> Edsel & Eleanor Ford House 1100 Lake Shore Drive  Grosse Pointe Shores MI 48236		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Chubb Indemnity Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2161689918**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2280352	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" 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	Y	Y	PHPK2280352	06/01/2021	06/01/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB769881	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> 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	71745643	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/ Rented Equipment			PHPK2280352	06/01/2021	06/01/2022	Limit \$75,000 Deductible \$1,000

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

City of Grosse Pointe Woods - Owners, the Mayor, the City Council, and all department and/or agents of the City are additional insured with respect to operations performed by the named insured under General Liability, and Automobile Liability, on a primary and non-contributory basis required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations. Waiver of subrogation is provided for General Liability, Auto Liability and Workers Compensation executed prior to loss, and where permissible by law. Umbrella is excess and follows form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Grosse Pointe Woods 20025 Mack Plaza Dr  Grosse Pointe Woods MI 48236	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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