

**CITY OF MACKINAC ISLAND
PERMIT APPLICATION FOR
PARADE OR COMPETITIVE EVENT**

As prescribed under Provisions of City of Mackinac Island Ordinance No. 273

Name of Applicant: Jon Vos

Address: 5997 120th Ave Holland, MI 49424
(P.O. Box) (Street) (City) (State) (Zip)

Phone Number & Email: 616.403.2523 jon@swimaroundmac.com
(Phone) (Email)

Name of Group or Organization Sponsoring the Event: Mackinac Island Swim, LLC

Address: (same as above)
(P.O. Box) (Street) (City) (State) (Zip)

Group Status: Profit Non-Profit

Type of Event: Parade Competitive Event

Date of Event: August 18, 2024 Time of Event: 7am 4pm
(Day) (Date) (Start) (End)

Location of Event (starting and ending locations and proposed route): Event will run the same as previous years, starting at the North end of the boardwalk past the school and ending at Mission Point. The finish line at Mission Point acts as a charity fundraiser. 400 - 500 swimmers.

Name of Liability Insurance Company: Unique Risk Management

Policy or Binder Number: A-SP-SU-23-12-11-292695 Amount of Coverage: \$1,000,000

 12/27/2024
Applicant Signature Date

Application Received: 12-28-23 Fee Received: _____ Ck #: _____
Approved: _____ Denied: _____ By: Council

MACKINAC ISLAND STATE PARK COMMISSION

Island activity:
PO Box 370
Mackinac Island, MI 49757
(906) 847-6607

Mainland activity:
PO Box 873
Mackinaw City, MI 49701
(231) 436-4205

APPLICATION FOR GROUP ACTIVITY PERMIT

Application Date 9/25/23 Activity Date 8/17/24 Activity Time 1:00pm - evening

Group Name (Permittee) Mackinac Island Swim, LLC

Person Filing Application Jon Vos

Address 5997 120th Ave, Holland, MI 49424 Telephone 616.403.2523

Activity Type Kayak staging for 2024 Mackinac Island Swim

Location Beach @ NorthEast and of Boardwalk Group Size approx 30 - 50 kayaks

Contact Person During Activity Jon Vos - 616.403.2523

Special Requirements We request access to the property between the boardwalk and the beach near the northwest portion of the boardwalk. Location will be used to stage kayaks and totes that are necessary for the Mackinac Island Swim. (same procedure as prior year's event)

The Commission requires Group Activity Permit Application fees for the purpose of administration and oversight of the program. Effective January 1, 2017, a fee of \$150 for weddings and commercial activities, no charge for geocaching (provided membership with MiGO), and a fee of \$75 for all other activities was established.

Liability: In filing application for a group activity permit, the permittee assumes responsibility for injury or damage of any kind to person or property (regardless of who may own the property) arising out of or suffered through any act of commission or omission of the permittee, its employees, agents, contractors, volunteers or guests in connection with its use of Mackinac State Historic Parks (MSHP) facilities. The permittee agrees to indemnify and hold harmless the State of Michigan and Mackinac Island State Park Commission for all damages, claims, losses, expenses, or other liability due to personal injury or death, or damage to property of others, arising out of or suffered through any act or omission of the permittee, its employees, agents, contractors, volunteers or guests, in connection with its use of MSHP facilities. **GEOCACHING ONLY:** Failure to abide by procedures may jeopardize your ability to obtain future permits for caches.

Permittee Authorized Signature _____

FOR OFFICE USE ONLY AMOUNT PAID \$ WAIVED

Application Approved Yes No Date approved 12/1/23

Special Requirements _____

By: [Signature]
Park Manager or Group Travel and
Special Events Coordinator

For any commercial
activity within the park:

Director Approval Required

MACKINAC ISLAND STATE PARK COMMISSION

Island activity:
PO Box 370
Mackinac Island, MI 49757
(906) 847-6607

Mainland activity:
PO Box 873
Mackinaw City, MI 49701
(231) 436-4205

APPLICATION FOR GROUP ACTIVITY PERMIT

Application Date 9/25/23 Activity Date 8/18/24 Activity Time 7:00am - 4:00pm

Group Name (Permittee) Mackinac Island Swim, LLC

Person Filing Application Jon Vos

Address 5997 120th Ave Telephone 616.403.2523

Activity Type Swim around Mackinac Island with charity fundraising event @ Mission Point

Location Starting location at North end of boardwalk. Group Size 400 - 500 swimmers

Contact Person During Activity Jon Vos 616.403.2523 or Jon Turner (as backup) 616.204.3450

Special Requirements Swim will go the same as previous years, and as outlined on www.swimaroundmac.com

Kayaks will be stored on shore side of North boardwalk on Saturday the 17th. 400-500 participants in water, made up of individuals, relay teams and support kayakers. Swim will provide land & water support. USCG permit as well.

The Commission requires Group Activity Permit Application fees for the purpose of administration and oversight of the program. Effective January 1, 2017, a fee of \$150 for weddings and commercial activities, no charge for geocaching (provided membership with MiGO), and a fee of \$75 for all other activities was established.

Liability: In filing application for a group activity permit, the permittee assumes responsibility for injury or damage of any kind to person or property (regardless of who may own the property) arising out of or suffered through any act of commission or omission of the permittee, its employees, agents, contractors, volunteers or guests in connection with its use of Mackinac State Historic Parks (MSHP) facilities. The permittee agrees to indemnify and hold harmless the State of Michigan and Mackinac Island State Park Commission for all damages, claims, losses, expenses, or other liability due to personal injury or death, or damage to property of others, arising out of or suffered through any act or omission of the permittee, its employees, agents, contractors, volunteers or guests, in connection with its use of MSHP facilities. **GEOCACHING ONLY:** Failure to abide by procedures may jeopardize your ability to obtain future permits for caches.

Permittee Authorized Signature _____

FOR OFFICE USE ONLY AMOUNT PAID \$ _____

Application Approved Yes No Date approved 12/1/23

Special Requirements _____

By: [Signature]
Park Manager or Group Travel and
Special Events Coordinator

For any commercial
activity within the park:

Director Approval Required

Shepler's Mackinac Island Ferry
 556 East Central Avenue
 PO Box 250
 Mackinaw City, Michigan 49701



Serving Mackinaw City and St. Ignace

Toll Free: (800) 828-6157
 Phone: (231) 436-5023
 Fax: (231) 436-7521
 E-mail: groups@sheplersferry.com

RESERVATION CONTRACT

Confirmation # 25626

Date Printed: December 06, 2023

Jon Vos
 Mackinac Island Swim

Phone 616-403-2523
 Fax

| | <u>Passengers</u> | <u>Rate / Person</u> | <u>Subtotal</u> |
|--------------|-------------------|----------------------|------------------------|
| Adult | 1000 | \$29.00 | --\$29,000.00-- |
| Child | 0 | \$17.00 | \$0.00 |
| AddOns | | | \$2,400.00 |
| Total | 1000 | | --\$31,400.00-- |
| | | Payments | \$0.00 |
| | | Balance Due | --\$31,400.00-- |

Group Name Mackinac Island Swim

Arrival Date 08/15/2024

Departure Date 08/18/2024

Itinerary Information

| Date | Time | Event |
|---------------------------|-------------|--|
| Thursday, August 15, 2024 | Open | Ferry from Mackinaw City to Island Main Dock |
| Thursday, August 15, 2024 | Open | Ferry from St. Ignace to Island Main Dock |
| Friday, August 16, 2024 | Open | Ferry from Mackinaw City to Island Main Dock |
| Friday, August 16, 2024 | Open | Ferry from St. Ignace to Island Main Dock |
| Saturday, August 17, 2024 | Open | Ferry from Mackinaw City to Island Main Dock |
| Saturday, August 17, 2024 | Open | Ferry from St. Ignace to Island Main Dock |
| Sunday, August 18, 2024 | 6:30 am | Special Ferry from Mackinaw City to Island Main Dock |
| Sunday, August 18, 2024 | Open | Ferry from Mackinaw City to Island Main Dock |
| Sunday, August 18, 2024 | Open | Ferry from Island Main Dock to Mackinaw City |

Comments (for office use only)

CON POAA:\$29.00/ C:\$17.00 | Swim event is on Sunday but some participants will go over early to spend the whole weekend. The group has been advised to buy their tickets online to account for their promotion code usage.

PLEASE READ THE FOLLOWING. By signing this contract, you are agreeing to the following terms.

This contract is not an invoice.

The passenger count listed is just an estimate and can be adjusted. Please provide a more accurate final count two weeks prior to arrival to reconfirm your group rate qualifications.

Each guest is responsible for purchasing their own ticket unless otherwise noted for a direct bill reservation.

By signing this contract you agree that Shepler's will be the exclusive ferry service provider to the best of your knowledge. You are also confirming that the departure dates and contact information are accurate.

Please return one copy of this contract back to Shepler's by mail, fax or email.

Katie Wiley

12/6/23

 Contact Person

 Date

 Shepler's Signature

 Date

Swimmer Safety Protocol for The Mackinac Island Swim

Swimmer's required safety measures

- All swimmers are required to wear a wetsuit*
 - *Except for swimmers opting to bring their own on water support crew
 - Swimmer will be required to have a kayaker with them at all times
- All swimmers are required to have a swim buoy
 - Marked with personal identification and emergency contact
- All swimmers are required to have a whistle

Additional safety recommendations that are not mandatory

- Swimmers are encouraged to have a support kayaker with them
- Swimmers are encouraged to have a support crew follow them around the island from land
- Swimmers are encouraged to pack footwear in their buoy for entry/exit

Chip timing system

The Mackinac Island Swim will be using a chip timing system or something equivalent (RFID tracking, QR code, etc.) as an initial means to track swimmers entering or leaving the water. We will also have a manual system set in place as a means of back-up.

Tracking swimmers from land and safety measures taken on land.

Volunteers will be responsible for checking swimmers out of the water if they decide they cannot finish the swim. Staff roaming the perimeter throughout the swim will also be responsible to contact finish line staff with these reports (swimmers exiting the water) as they occur. All volunteers and staff will be in wearing event shirts. Swimmers will be informed of this procedure during the online safety meeting. This information is also covered during registration and on the website's "info" link.

Lifeguards that are present on the land will be instructed to gradually spread out during the event to no more than ¼ mile spacing (this number is based on recommended distance of lifeguard towers at public beaches). The Mackinac Island Swim will follow American Red Cross standards and will thus have at least 1 lifeguard or medical professional for each 25 swimmers in the water. All lifeguards and medical staff present at this event will be wearing red shirts labeled with the swim's logo and the term "MEDICAL" or something equivalent.

Specific exchange points will be used for relay teams. These relay exchanges are noted on the map on page 4. Relay swimmers not in the water will be acting as additional support for land spotting and tracking of their respective swimmer.

Two aid stations will be located along the swim course. These locations can be seen on the provided maps. Each aid station will be supported by a volunteer crew that consists of at least one medical volunteer (lifeguard, nurse, doctor, etc.) and a roaming paramedic within at least 1 mile of this location.

Lifeguards and medical staff have full authority to address any swimmer they feel is struggling to be pulled from the water.

Tracking swimmers and safety measures taken from the water.

In addition to support kayakers with their respective swimmers, the Mackinac Island Swim will be providing kayak support volunteers. A minimum of 1 volunteer kayaker per 20 swimmers will be provided. These kayakers will be moving along as the swim proceeds around the island. There will always be 1 lead kayaker with the fastest swimmer and 1 kayak with the slowest swimmer. All other kayakers will gradually spread out during the event and remain with the packs of swimmers as they disperse. Kayakers will be responsible for keeping swimmers within 200 yards of the shoreline. Support kayakers and volunteer kayakers will be differentiated by shirt color, each kayaker will be given a neon shirt or reflective vest for the event. These volunteers will also be required to carry cell phones and lifejackets.

Swimmers will be required to reach the North point of the island by 12:00pm or they will be escorted to shore and required to walk to the finish line per waiver they signed.

At minimum there will be 3 additional 6-8 passenger vessels in the water to assist with the event. These vessels will patrol the front, middle and back section of each herd of swimmers. These support crews will have cell phones along with marine radios to act as communications beacons for event staff on the island as well as in the water. Each vessel will include a minimum of 2 volunteers. One to navigate the boat and one to oversee the participants.

Communications

Cell phone signal has been tested at various locations around the swim course and signal shows sufficient strength in all locations for calls and messaging. All volunteers have been informed to carry a cell phone with them in case of emergency and given a list of emergency contacts which include: Paramedic staff, event director, finish line staff, boat staff and additional volunteers of importance. Kayakers are provided waterproof cases for their cell phones and urged to bring back-up batteries.

Volunteers on powered vessels as well as paramedics will be given handheld marine radios to communicate with in addition to the use of their cell phones.

Inclement weather

In the event of weather creating hazardous marine conditions or lightning being forecasted in the area, a decision will be made by the Event Director to cancel the event. If the leeward side of the island allows for safe swimming conditions, an out and back course will be used as a back-up route. The same protocols discussed for a swim AROUND the island would be placed for use in this OUT-&-BACK back-up plan.



- Aid Station
- Relay Exchange

- 7 mile route
- - - 8.2 route (swimmers keep buoy on right)
- ▲ Turnaround buoys

1: Start Line (45.8489, -84.62645)
 - Relay Exchange option 1
 - *only relay exchange without a buoy
 - kayak storage on 8/13

2: Relay exchange #2 (45.855257, -84.642860)
 - Relay Exchange option 2

3: British Landing (45.87749, -84.64542)
 - Aid Station #1
 - Relay Exchange option 3

4: NE Beach (45.88338, -84.63753)
 - Relay Exchange option 4

5: Last Chance (45.87027, -84.6166)
 - Aid Station #2
 - Relay Exchange option 5

6: Finish Line!!!! (45.84971, -84.60491)

Restrooms*

- Shepler's Docks (7:00am)
- British Landing
- State Parks Visitor Center (6:30am)
- Mission Point Conference Center

***there will be NO RESTROOMS at the START LINE. Plan accordingly.**

Aid station/Relay exchange (#2)



Back-up route in the event of heavy west winds.



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

December 11, 2023

Insurance Quotation
Application #: A-SP-SU-23-12-11-292695

To: Jon Vos
For: Mackinac Island Swim, LLC
Sports Coverage Program (General Liability with Participant Accident Coverage)

We are pleased to provide the following quotation on behalf of the Insurers mentioned below. This insurance program is written on a master policy, situs Nevada, with each member named to the policy on an individual certificate. Each member is named to the program policy on an individual basis with their own Liability Occurrence Limit and Aggregate limit.

Summary of Coverages

General Liability Protection Program

Provided by: Accelerant Specialty Insurance Company (Surplus Lines Insurer AM Best A-)

| | |
|-------------|--|
| \$3,000,000 | General Aggregate |
| \$1,000,000 | Each Occurrence |
| \$2,000,000 | Products / Completed Operations |
| \$1,000,000 | Personal & Advertising Injury |
| \$300,000 | Damage To Premises Rented (Any one premises) |
| \$5,000 | Medical Expenses (any one person) |
| \$1,000 | Deductible per Property Damage Claim |

Accident Protection Program

Provided by: AXIS Insurance Company (Admitted A.M. Best Rated "A")

| | |
|-------------|---|
| \$25,000 | Maximum Medical Expense Benefit |
| \$10,000 | Accidental Death & Dismemberment Benefit |
| \$1,000 | Deductible Amount per Claim |
| \$1,000,000 | Aggregate Limit of Indemnity per Accident |

52 Week Benefit Period, Excess Coverage
Dental Benefit Included in Maximum Medical Benefit

Policy Term: August 18, 2024 to August 18, 2024

This Quotation will expire in 45 days.

Re: Registered Swimming - open water - Lakes and oceans, large class one rivers participants: 08/18/2024 - 08/18/2024;

| | | |
|------------------------------|-------------------|---|
| TOTAL PREMIUM COST* : | \$2,280.69 | +350 Broker Fee Fully earned at inception |
| General Liability | \$1,692.70 | fully earned at inception |
| Accident Medical | \$250.00 | fully earned at inception |
| Abuse/Molestation | \$0.00 | fully earned at inception |
| NV Surplus Lines Tax | \$59.24 | fully earned at inception |
| NV Stamp Fee | \$6.77 | fully earned at inception |
| Program Management Fee | \$174.84 | fully earned at inception |
| Policy Fee | \$97.14 | fully earned at inception |

(Master Policy Situs Nevada)

Please Note: General Liability Program rates include Premium, TRIA Premium, NV Surplus Lines Taxes/Stamping Fees, Program Administrative Fees, and Broker Fees. * A 3% convenience charge will be added to this amount if paying by credit card.

THIS QUOTATION IS A SUMMATION OF THE LIMITS, TERMS, COVERAGES AND CONDITIONS ALL OF WHICH ARE SUPERSEDED BY THE ACTUAL MASTER POLICY.



23052 Alicia Pkwy, STE H375, Mission Viejo
 CA, United States
 CA License #0F56527

Optional Liability Coverages

Excess Liability

| | | | |
|-------------------------|-----------------|-----------------------------------|------------|
| \$1,000,000/\$1,000,000 | ExcessLiability | (Total \$2,000,000 / \$4,000,000) | \$507.81 |
| \$2,000,000/\$2,000,000 | ExcessLiability | (Total \$3,000,000 / \$5,000,000) | \$592.45 |
| \$3,000,000/\$3,000,000 | ExcessLiability | (Total \$4,000,000 / \$6,000,000) | \$677.08 |
| \$4,000,000/\$4,000,000 | ExcessLiability | (Total \$5,000,000 / \$7,000,000) | \$846.35 |
| \$5,000,000/\$5,000,000 | ExcessLiability | (Total \$6,000,000 / \$8,000,000) | \$1,015.62 |

Fully Earned at Policy Inception. Additional Premium amount may be more, depending on coverage period and number of participants. Higher limits are available upon request. Does not include fees and taxes.

Abuse/Molestation

| | | | |
|----------|--------------------------|--------------------------------|------------------|
| X | \$25,000/\$50,000 | Abuse & Molestation | INCLUDED* |
| | \$50,000/\$100,000 | Abuse & Molestation | \$144.20 |
| | \$100,000/\$500,000 | Abuse & Molestation | \$154.50 |
| | \$1,000,000/\$1,000,000 | Abuse & Molestation | \$185.40 |
| | \$1,000,000/\$2,000,000 | Abuse & Molestation | \$216.30 |

Fully Earned at Policy Inception. Additional Premium amount may be more, depending on coverage period and number of participants. Higher limits are available upon request. Does not include fees and taxes.

This quotation expires in 45 days.

The 'X' and '*' indicate the selected coverage.

Total Premium Including Optional Coverage:

\$2,280.69 +350 Broker Fee Fully earned at Inception



General Liability Coverage

Who Is Covered

This program provides protection for Participants, Staff and Volunteers of the Policyholder, against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. Coverage is provided up to \$1,000,000 per occurrence with a general aggregate amount of \$3,000,000.

General Liability Coverage Includes Suits Arising Out Of:

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Incidental medical malpractice
- All activities necessary to conduct practices and games
- Ownership use or maintenance of fields or practice areas
- General negligence claims
- Cost of investigation and defense of claims, even if groundless

Inclusions/Program Highlights:

Occurrence-Form Policy; coverage included for claims by athletic participants.

General Liability Exclusions:

War and Civil War, Assault & Battery, Expected or Intended Injury, Asbestos, Punitive Damages related to a Certified Act of Terrorism, Total Pollution, Fungi or Bacteria, Unmanned Aircraft, Fireworks/Pyrotechnics, Inflatable devices of all types with the exception of inflatable sports equipment, Employment Related Practices, Communicable Disease Including COVID-19, Collapse of Temporary Structure, Lead Poisoning, Lead Contamination, Professional Liability, Fire Arms, Motor Racing Vehicles, All Animals, Watercraft 51 feet in length and over, Nuclear, Chemical and Biological, Law enforcement activities, Cross Suits, Personal & Advertising Injury liability (Field of Entertainment).

Please refer to master policy for complete list of Exclusions.

[Click here for policy forms](#)

Waiver & Release System:

The General Liability policy requires that the insured must maintain a system to regularly secure signed Waiver and Release forms from participants. The Waiver/Liability release forms should meet all current paper and or e-waiver state requirements. For minor participants, these waiver/release forms MUST be signed by a parent or legal guardian. Unintentional error on your part in securing Waiver and Release forms will not void your coverage in the event of a claim by a participant; however, your failure to maintain an adequate system to regularly secure Waiver and Release forms will void your coverage in the event of a claim. For your protection we recommend having your waiver prepared /approved by your legal counsel.



Participant Accident Protection Program(Excess Coverage)

Who Is Covered

All Participants, Staff and Volunteers of the Policyholder are covered while participating in sponsored and supervised activities.

If, within one-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

| <u>Loss</u> | <u>Percentage Of Principal Sum</u> |
|---|------------------------------------|
| Loss of life | 100% |
| Loss of Both Hands | 100% |
| Loss of Both Feet | 100% |
| Loss of Entire Sight of Both Eyes | 100% |
| Loss of One Hand and One Foot | 100% |
| Loss of One Hand and Entire Sight of One Eye | 100% |
| Loss of One Foot and Entire Sight of One Eye | 100% |
| Loss of One Hand | 50% |
| Loss of One Foot | 50% |
| Loss of Entire Sight of One Eye | 50% |
| Loss of Thumb and Index Finger of the Same Hand | 25% |

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.



Accident Medical Exclusions:*

Benefits will not be paid for a Covered Person's loss which:

(1) Is caused by or results from the Covered Person's own:

- a. Intentionally self inflicted Injury, suicide or any attempt thereof. (In Missouri this applies only while sane);
- b. Voluntary self administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded);
- c. Commission or attempt to commit a felony;
- d. Participation in a riot or insurrection;
- e. Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
- f. Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

(2) Is caused by or results from:

- a. Declared or undeclared war or act of war;
- b. An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days;
- c. Aviation, except as specifically provided in this Certificate;
- d. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Certificate. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- e. Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - i. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - ii. The Covered Person was within a 25-mile radius of the site of the release either:
 1. At the time of the release; or
 2. Within 24 hours of the start of the release.



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

December 11, 2023

Confirmation Letter / Binder Agreement
Application #: A-SP-SU-23-12-11-292695

For: Mackinac Island Swim, LLC

Dear Jon Vos,

This correspondence comes to you as a confirmation of insurance coverage for your organization.

Effective Date: August 18, 2024

Expiring Date: August 18, 2024

Premium Charge and Policy Requirements:

| | | |
|-------------------------------------|-------------------|---|
| General Liability | \$1,692.70 | fully earned at inception |
| Accident Medical | \$250.00 | fully earned at inception |
| Abuse/Molestation | \$0.00 | fully earned at inception |
| NV Surplus Lines Tax | \$59.24 | fully earned at inception |
| NV Stamp Fee | \$6.77 | fully earned at inception |
| Program Management Fee | \$174.84 | fully earned at inception |
| Policy Fee | \$97.14 | fully earned at inception |
| (Master Policy Situs Nevada) | | |
| Total Premium Cost: | \$2,280.69 | +350 Broker Fee Fully earned at Inception |

Sports / Activities Insured:

Client agrees to using all industry standard safety and protective gear:

Re: Registered Swimming - open water - Lakes and oceans, large class one rivers participants:
08/18/2024 - 08/18/2024;

Initial _____

Initial _____

Waiver & Release System is in Place:

(We recommend that you keep a copy of the insured's waiver on file)

Initial _____

Terms and Conditions:

I have read and agree to the terms and conditions for this coverage as specified in the Quote document.

I understand that the quote document is a summation of the limits, terms, coverage and conditions all of which are superseded by the Master Policy.

Initial _____

Warranty & Disclosure:

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete true and correct.

Initial _____

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

Initial _____

I confirm that I have had no claims in the past 5 years other than what has been stated on the application.

Initial _____

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. Sport Underwriters reserves the right to decline/void any ineligible coverage.

Initial _____

I confirm that all the information on the quoted insurance application is correct.

Initial _____

I acknowledge that Sport Underwriters has the right to request an audit of final participant numbers, or revenue numbers at any time during the policy period.

Initial _____

I have reviewed and agree to all fees listed in the quote document.

Initial _____

I accept the electronic delivery of my insurance documents.

Initial _____



23052 Alicia Pkwy, STE H375, Mission Viejo
CA, United States
CA License #0F56527

Applicant Signature to Bind Coverage:

Date:

X _____

IMPORTANT NOTE: A signature is legally binding. In order to issue your policy, please complete and fax/scan a signed copy of this agreement to our office.



Mission Point
R E S O R T
Mackinac Island

MISSION POINT
GROUP SALES AGREEMENT

Date Prepared: Friday, September 1, 2023

Group Contact: Jon Vos
Organization: **Mackinac Island Swim**

Telephone: (616) 403-2523
E-mail Address: jon@swimaroundmac.com

Function Name: **Mackinac Island Swim 2024**
Official Event Dates: Wednesday, August 14, 2024 - Tuesday, August 20, 2024

Sales Manager: Kristen Compton
Address: 6633 Main Street, PO Box 430
Mackinac Island, Michigan 49757

Telephone: (906) 430-8138
Fax: (906) 847-3408
E-mail Address: kcompton@missionpoint.com

Mackinac Island Swim ("Group") and **Mission Point** ("Hotel") agree as follows:

Hotel agrees to hold the space listed in this Agreement on a tentative basis until **Monday, August 28, 2023**. If this Agreement is not fully executed by Group and Hotel by this date, Hotel will release the space. If an alternate request is received for the same program dates, Hotel will notify Group and Group will have seventy-two (72) hours from Hotel notification to return this executed Agreement.

DEPOSITS

A non-refundable deposit in the amount of **\$1,000** will be due from Group with this signed Agreement no later than **Monday, August 28, 2023**.

Mission Point will accept credit card payment for deposits. To ensure credit card security, we require the credit card holder to contact Accounts Receivable at (906) 847-3021 with credit card information

OR Please mail checks to:

Mission Point Resort
Attn: Accounts Receivable
6633 Main Street
PO Box 430
Mackinac Island, MI 49757

GUEST ROOM BLOCK AND RATES

| Mission Point - Mackinac Island Swim 2024 - USD | | | | | |
|--|-------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | | Fri 8/16/2024 | Sat 8/17/2024 | Sun 8/18/2024 | Mon 8/19/2024 |
| Queen – Main Lodge | Guestrooms | 7 | 11 | 7 | -- |
| | Rate | 339.00 | 339.00 | 289.00 | 289.00 |
| Double – Straits Lodge | Guestrooms | 17 | 23 | 17 | -- |
| | Rate | 441.00 | 441.00 | 369.00 | 369.00 |
| Double – Main Lodge | Guestrooms | 10 | 16 | 10 | -- |
| | Rate | 450.00 | 450.00 | 379.00 | 379.00 |
| Lakeview King – Main Lodge | Guestrooms | 7 | 11 | 9 | -- |
| | Rate | 488.00 | 488.00 | 409.00 | 409.00 |
| Junior Suite – Main Lodge | Guestrooms | 2 | 6 | 6 | -- |
| | Rate | 498.00 | 498.00 | 419.00 | 419.00 |
| Family Suite – Straits Lodge | Guestrooms | 9 | 15 | 13 | -- |
| | Rate | 545.00 | 545.00 | 469.00 | 469.00 |
| Main Lodge Family Suite King Double Double | Guestrooms | 3 | 3 | 3 | -- |
| | Rate | 555.00 | 555.00 | 479.00 | 479.00 |
| Total Guestrooms | | 55 | 85 | 65 | 0 |

**** There is a 2 Night Minimum stay requirement over the dates of Friday, August 16, 2024 and Saturday, August 17, 2024**

Hotel agrees to sell Group **205** Total Room Nights at the Rates and breakdown as outlined above. If additional rooms/nights are later reserved, Hotel reserves the right to increase the rate for those rooms. The quoted rate only includes charges for up to two occupants, unless otherwise noted. An additional person charge of \$25.00 per person, per night applies after (2) adults.

Rates are exclusive of State and Local Taxes, Hotel Levy, and Luggage Transfer Fees. Room charges will be billed to an account maintained by the Hotel for the Group (the "Master Account") or to individual guest folios according to the Billing Arrangements section of this agreement.

Room Taxes. The rates above are exclusive of state and local taxes, currently 6% for Michigan Sales Tax and 3% for Mackinac Island City Assessment. Should any government agency change any tax rate, the effective tax rate at the time of Group's official event date applies.

Hotel Levy. The Hotel Levy is a mandatory fee charged to all guests of Hotel and is not included in the rates quoted above. The Hotel Levy is 10% of the base room charge. The Hotel Levy allows the Hotel to provide various amenities and services, including but not limited to complimentary guestroom wireless internet, access to our health and fitness center, lawn games, tennis court fees, Kids Club participation, and admission to the Richard and Jane Manoogian Mackinac Art Museum.

Luggage Transfer Fees. Luggage transfer fees are mandatory for all guests of Mission Point and are not included in the rates quoted above. This fee includes seamless luggage delivery from the Mackinaw City or St. Ignace Ferry Docks directly to the guest room. The luggage transfer fee is currently \$6.00 per person.

Check-in is at 4:00 p.m. and check-out is at 11:00 a.m. These rates are confirmed on a net non-commissionable basis.

RESERVATION METHOD

Individual

Individual guests will be responsible for making their reservations directly by calling Hotel's Group Reservations Department directly at (800) 833-7711 or using an online booking code that will be provided by Kristen Compton. Hotel will provide a lodging menu that includes contracted room rates, instructions on making reservations as well as luggage, ferry & taxi information which Group will be responsible for distributing to attendees. Guests must identify themselves with the group to

receive the contracted rates and ensure proper credit to your room block. A deposit of one night’s room charges is required to confirm reservations. This payment may be made by check or credit card. Specific room types are based on availability at the time the individual reservations are made.

Individual reservation deposits will be refunded on cancellations received at least 48 hours prior to arrival date in order to be refunded the reservation deposit. Please note that all reservations are subject to a \$25.00 cancellation processing fee. Should cancellation occur after the cut off, the room deposit is forfeited. Individuals must make reservations by no later than 5 p.m., Eastern Time, on **Monday, June 17, 2024**. If the Group has contracted rooms that have not been reserved, those rooms will be automatically released on that date by the Hotel and additional fees may apply. If Group wishes to reserve rooms after the cut-off date, reservations will be accepted on a space available/case-by-case basis at the discretion of the Hotel.

FUNCTION SPACE COMMITMENT

Hotel is currently holding function space based on the Program of Events below. This is considered to be a firm commitment by Group and any increase or decrease to that commitment may result in a modification of room rental by Hotel. All function and meeting space is assigned by Hotel according to the number of persons guaranteed to attend Group’s function. Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both Group and all other groups using Hotel’s facilities during Group’s meeting.

Group agrees to promptly notify Hotel of any changes in its function space requirements. All fees for meeting and function space are subject to applicable taxes and are exclusive of any food and beverage charges, including minimums detailed in the Food and Beverage minimum detailed below.

Program of Events

| Date | Function | Room | Setup | # of Guests |
|------------------------------------|----------------------|-----------------------|--------------|--------------------|
| Wed, 8/14/24 8:00 AM - 11:45 PM | Kayak Storage | Friendship Altar | | |
| Thu, 8/15/24 8:00 AM - 11:45 PM | Kayak Storage | Friendship Altar | | |
| Fri, 8/16/24 8:00 AM - 11:45 PM | Kayak Storage | Friendship Altar | | |
| Sat, 8/17/24 8:00 AM - 11:45 PM | Kayak Storage | Friendship Altar | | |
| Sat, 8/17/24 6:00 PM - 8:00 PM | Registration | Friendship Altar | | |
| Sun, 8/18/24 8:00 AM - 11:45 PM | Kayak Storage | Friendship Altar | | |
| Sun, 8/18/24 11:00 AM - 3:00 PM | Rain Backup | Sound Stage and Foyer | Rounds | 400 |
| Sun, 8/18/24 11:00 AM - 3:00 PM | Finish Line Lunch | Front Lawn | Rounds | 400 |

INCLEMENT WEATHER POLICY

In the event of inclement weather, a decision regarding the location of events must be made between the client and the Conference Services Manager no less than six (6) hours prior to the event start time. Should the client request a location change within six (6) hours of the start of the event, additional setup fees will apply. Mission Point reserves the right to make the final decision on event locations related to weather issues.

FOOD AND BEVERAGE DETAILS

Group agrees to provide a minimum of **\$12,000** in banquet food and beverage revenue (excluding tax and service charge). Should Group’s banquet food and beverage revenue fall below this amount, Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue. All amounts for food and beverage, including any applicable minimum, will be placed on Group’s Master Account and subject to Michigan sales tax and a 22% service charge.

All banquet food and beverage arrangements must be made through Hotel. Final Guarantees must be submitted 21 days prior to function date. Only food and beverage purchased from Mission Point may be served to organized Group functions while Group is on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SPECIAL CONCESSIONS

- Mission Point will offer the group one complimentary Straits Lodge Double Room for the nights of 8/16, 8/17 and 8/18/2024.
- Mission Point Resort will extend this discounted room block on a courtesy basis, with the following stipulations still being in effect:
 - There is a 2 (two) night minimum stay required for the nights of Friday, August 16, 2024 & Saturday, August 17, 2024
 - The individual Cancellation Policy of 48 hours prior to arrival will still be in effect.
 - If additional rooms are needed after the cut-off date for reservations, the group discount will still apply as long as rooms are still available
- Mission Point will waive the Event Space rental with an achieved Food and Beverage Minimum of \$12,000. Cash Bars, Tax and Gratuity do not count towards this Minimum.
 - If group can present proof of Tax-Exempt Status, the 6% tax on the event will be waived.
 - Please note this would not apply to the guestrooms since each individual is paying for their own guestroom charges.

BILLING ARRANGEMENTS

The Group appoints Jon Vos as the Authorized Signer(s) to review and approve all charges billed to the Master Account. Actual incurred charges will be distributed according to the Group's selection of a billing option below. Exceptions to the chosen option may only be made by the Group's Authorized Signer.

Group Pays Events / Individuals Pay Room Charges

Individuals shall be responsible for their own room charges to include tax, hotel level, luggage transfer fees, and any incidental charges or services not authorized by Group to be billed to the Master Account. All individual charges are to be paid upon check-out. The Group's Master Account is limited to charges for organized meeting/function room rental, food and beverage functions and other requested services as approved by Authorized Signer.

PAYMENT/CREDIT ARRANGEMENTS

Pre-Payment for Event

The group agrees to pre-pay its projected master account 14 days prior to arrival. Working with its Mission Point conferences services manager, the group will provide final food and beverage guarantees 21 days in advance of arrival. Within 1 business day of final guarantees, Mission Point's accounting department will provide the group an invoice based on the master account. The preferred and most efficient method of payment is wire transfer; however, credit cards and checks are accepted. Regardless of type, payment must be received 14 days in advance of arrival.

Should payment not be received 14 days prior to arrival, *Mission Point retains the option to terminate this agreement and the group will remain liable for amounts outlined in projected Master Bill.*

Both Mission Point and the group understand that in some cases during the post event reconciliation there may be additions or credits to the final account for the group. Final post event reconciliation and final invoice will be provided to the group within 5 business days of the group's departure. Any credits will be provided to the group within 5 business days and any outstanding invoices will be due to Mission Point in 30 business days.

Should the account not be satisfied within 30 days, it will accrue interest at 1.5% per month (18% per annum). If needed to secure payment, the Group agrees to pay Mission Point all expenses incurred in attempting to collect the balance owed including, but not limited to, all legal expenses and attorney's fees.

Food and Beverage Cancellation Policy

The Group may reserve individual meal functions with the Hotel. These meal functions will be counted against the contracted Food and Beverage Minimum. If Group cancels an individual meal function within 120 days of the Group's arrival, it will be charged 100% of the agreed upon charge for the meal function. This charge will be counted against the contracted Food and Beverage minimum. There is no charge to the Group if it cancels an individual meal function outside of 120 days from the Group's arrival.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from any circumstances or causes beyond the reasonable control of a party, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, pandemic or epidemic, all types of disaster, any law, order, regulation, or requirement of any governmental agency or authority, curtailment or interruption of utility service for sewer, water, or power to the Hotel, high lake levels, curtailment of transportation facilities, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (each, a "Force Majeure Event"). Upon occurrence of a Force Majeure Event, the affected party shall promptly notify the other party that a Force Majeure Event has occurred and its anticipated effect on performance, including its expected duration.

If a Force Majeure Event makes it illegal, impractical, or impossible for the Hotel to provide, or the Group to use, the Hotel facilities for the Group's function on the schedule event date(s), then this Agreement may be terminated by either the Hotel or the Group upon written notice to the other party within 10 business days of the terminating party learning of the Force Majeure Event. In the event of such a termination, the Hotel will not charge the Group for any cancellation fees or assessments and the Hotel will work with the Group to rebook the function to a mutually agreed new event date(s) based on availability. If the Group rebooks the function to a new event date(s), the Group's non-refundable deposit will be held by the Hotel for the new event date(s). If the Group elects not to rebook the function to a new date(s), then the Hotel shall retain the non-refundable deposit.

INDEMNIFICATION AND HOLD HARMLESS

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action or liabilities, including reasonable attorney fees, arising out of or resulting from any act undertaken or committed by Group or contractors hired or engaged by Group in connection with the performance of the Group's obligation under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim or action or cause of action, which may be asserted by third parties arising out of performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group is required to insure its obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming Hotel Owner and Mission Point as additional insured with regard to the activities of such outside contractor.

POLICIES AND REGULATIONS

Group shall comply with all Hotel Policies and regulations that apply equally to all similar groups using Hotel facilities. For example, Hotel does not permit food and beverages to be brought into Hotel's function rooms from outside Hotel. Michigan State Liquor law prohibits alcoholic beverages to be brought and consumed in public facilities. All meeting room layout, set-up and diagrams must be pre-approved and in accordance with state and local fire codes. Hotel reserves the right to impose restrictions with respect to the type, quality and placement of all signs.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. **Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties.** Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this Agreement and shall be deemed delivered upon receipt.

DAMAGES

The Hotel shall not be liable to the Group or any individuals within the Group for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if the Hotel or any of its agents or employees have knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the Program of Events, Meal Functions and Hotel's Information Sheet, which are incorporated herein and by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

WAIVER OF JURY TRIAL

Group and Hotel acknowledge that the right to trial by jury is a constitutional right, but one that may be waived. After consulting (or having had the opportunity to consult) with counsel of their choices, group and hotel, knowingly and voluntarily and for their mutual benefit, hereby waive any right to a trial by jury in the event of litigation regarding performance or enforcement of, or in any way related to this agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

ELECTRONIC SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile or email) and shall be acceptable to Hotel to hold the space; provided, however, that if Hotel does not receive the Agreement executed by Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the electronic signature page, Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

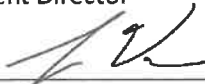
When signed by representatives of both parties, this Agreement, (which includes The Program of Events and Hotel's Information Sheet) constitutes a binding Agreement between Group and Hotel.

By Group's
Authorized Representative

By Hotel's
Authorized Representative

By: **Mackinac Island Swim**
Name: Jon Vos
Title: Event Director

By: **Mission Point**
Name: Kristen Compton
Title: Sales Manager

Signature:  _____

Signature: _____

Date: 10/4/2023

Date: _____

City Clerk

From: Jon Vos <jon@swimaroundmac.com>
Sent: Wednesday, December 27, 2023 2:43 PM
To: City Clerk
Subject: Application for Permit - 2024 Mackinac Island Swim
Attachments: 2024 Mackinac Parks Permit - Signed.pdf; Group Sales Agreement_Mackinac Island Swim 2024_UPDATE-signed.pdf; 2024 Shepler's Contract.pdf; 2024 Event Insurance.pdf; 2024 MI City Permit Application.pdf; MIS Safety Protocol (updated for 2024).docx

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Categories: Print / agenda

Hi Danielle,

Hope you had a wonderful Christmas!

Attached is the permit application for the 2024 Mackinac Island Swim, to be held on Sunday August 18. I have also included our updated safety protocol, signed permit from the M.I. State Park Commission, our contracts with Mission Point & Sheplers, as well as the insurance quote I received from our provider.

Please let me know if you need anything else.

Thank you!
Jon



Jon Vos

Event Director
Mackinac Island Swim

[616 403 2523](tel:6164032523)

jon@swimaroundmac.com

swimaroundmac.com

[Create Your Own Free Signature](#)