

MACKINAC ISLAND STATE PARK COMMISSION (MISPC)

USE PERMIT APPLICATION and PERMIT

NAME: City of Mackinac Island Marine Rescue

Return completed application and fee to: Mackinac Island State Park Commission
P.O. Box 370
Mackinac Island, MI 49757-0370

Term of the Permit: One Year Permit Fee: Waived New or Renewal

Legal Description of Property: Mackinac Island Visitors Center

Reason why Permit is needed: Equipment storage only

Proposed use of property:

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on June 1, 2027.
- 2) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 3) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 4) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 5) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 6) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 7) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.
- 8) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 9) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections,

commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
- (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
- (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

- 10) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: Waived

Name: _____

Mailing Address: _____

Signature of Permittee: _____

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.