

CITY of NOVI CITY COUNCIL

Agenda Item L October 22, 2018

SUBJECT: Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, November 30, 2018 for the Light Up the Night community event, subject to final approval as to form by City Manager and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Parks, Recreation and Cultural Services (PRCS) would again like to include a fireworks display by ACE Pyro on Friday, November 30, 2018 as part of the annual Light Up the Night community event.

The show will be launched from Ella Mae Power Park and will be visible throughout the Civic Center campus. ACE Pyro is a reputable company that has previously done fireworks shows for the City.

The Michigan Fireworks Safety Act requires the applicant to furnish adequate insurance coverage with the Fireworks Permit Application. The Certificate of Liability Insurance is acceptable and provides an endorsement listing the City of Novi as an Additional Insured. Final confirmation of coverage will be required the day of the event as well.

The Novi Fire Department has conducted a site inspection and an additional inspection will occur once the show is complete. Additional Police and Fire Department personnel will be assigned for the duration of the event to assure that all safety measures and processes are adhered to according to the fireworks permit.

RECOMMENDED ACTION: Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, November 30, 2018 for the Light Up the Night community event.



CITY COUNCIL

Mayor Bob Gatt

Mayor Pro Tem Dave Staudt

Andrew Mutch

Wayne Wrobel

Laura Marie Casey

Gwen Markham

Kelly Breen

City Manager Peter E. Auger

Director of Public Safety Chief of PoliceDavid E. Molloy

Director of EMS/Fire OperationsJeffery R. Johnson

Assistant Chief of Police Erick W. Zinser

Assistant Chief of Police Scott R. Baetens October 2, 2018

TO: Cortney Hanson, Novi City Clerk

FROM: Fire Marshal Kevin S. Pierce

RE: Application for Fireworks Display Permit, <u>Novi Light up the Night</u>, on the grounds of City Hall, 45175 Ten Mile Rd. November 30, 2018.

The permit application to conduct a fireworks display has been reviewed for compliance with the following laws and codes:

2012 International Fire Code (City adopted Fire Prevention Code) P.A. 328 of 1931 as Amended, State of Michigan Fireworks Law NFPA 1123, Code for Fireworks Display

The above application is **RECOMMENDED** for **APPROVAL**.

- 1) Vendor for the display is Ace Pyro, contact is Michael Freeland.
- 2) Absolutely no smoking or use of open flames in the safety zone.
- 3) All unauthorized personnel and the general public will be kept away from the fireworks firing area and the safe zone before, during and after the display, the safety zone for this event is the softball diamonds and is subject to change due to weather and crowd conditions.
- 4) The storage method and location of the fireworks prior to the show shall be provided and shall be in compliance with NFPA 1123, at no time shall the storage of fireworks be left unattended.
- 5) The firing method of the pyrotechnics devices shall be by electronic means only.
- 6) It shall be the responsibility of Ace Pyro to inspect the fallout area immediately after the show as well as the following morning for any hazardous debris or unexploded shells.
- 7) The installation of the motor tubes and racks or other launch devices shall be inspected prior to the loading of any pyrotechnic device by a fire department representative.

Novi Public Safety Administration 45125 Ten Mile Road Novi, Michigan 48375 248.348.7100 248.347.0590 fax

cityofnovi.org

This fireworks show is proposed to have 4.0"shell as the largest shell to be shot off. This review and approval is based on this information and the submittal by Ace Pyro. At no time shall a shell larger than 4.0" be used in this show.

It shall be noted, that whenever, in the opinion of the Director of Fire and EMS or his designee, any hazardous condition exists, the fireworks display shall be postponed until the condition is corrected. In addition, if high winds, precipitation, or other adverse weather condition prevail such that a significant hazard exists in the opinion of the Director of Fire and EMS or his designee or the operator, the fireworks display shall be postponed until weather conditions improve to a reasonable level.

Sincerely,

Kevin S. Pierce-Fire Marshal City of Novi – Fire Dept.

cc.file



Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as "ACE"), a Michigan based company with its principal place of Business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

Name of Sponsoring Organization: City of Novi – Light Up the Night (Herein referred to as "Sponsor")									
Sponsor Contact Name: Cristin Spiller									
Mailing Address of Sponsor: 45175 Ten Mile Road, Novi, MI 48375									
Email Address of Sponsor: cspiller@cityofnovi.org Sponsor Phone: 248-347-0474									
Billing Contact Name: (If different from above)	Billing Contact Name: Same as above (If different from above)								
Billing Address: Same as above (If different from above)									
Billing Email Address: (If different from above)	Same as above	1/741		Phone: Same as above ent from above)					
ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties in the proposal, attached as Exhibit A hereto. 1. Display(s):									
Display Date November 30, 2018	Rain Date N/A	Total Budget \$4,000	Deposit Amount \$2,000	Deposit Due Date w/ contract					
	3								
2. Contract Period: This contract will be for one fireworks display.									
3. Budget: If a hydget larger than that listed under section 1 is available; additional fireworks will be added to increase									

4. Payment(s):

the size and dramatic impact of the display.

Deposits of 50% are due 120 days prior to each display date. If the contract is entered into less than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full beyond to each display date. The display shall not be fired until payment in full is made, or other arrangements confirmed.



5. Licenses & Insurance:

ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of \$10,000,000 naming the Sponsor as additional insured, attached as Exhibit B hereto.

6. Inclement Weather:

ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsor shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date (if any). The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date (if any) must fall within 90 days of the original display date or the display is subject to permanent cancellation.

7. Cancellation:

The following fees schedule will apply should the Sponsor elect to cancel the display which is the subject of this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

8. Safety & Workflow:

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor shall conduct a final inspection of the display fallout area the morning following the display. Following the display, ACE shall be solely responsible for policing of the display setup area and for the removal of unexploded fireworks and the cleanup of material debris, the removal of any equipment from the display set up area, and the refilling of holes created by ACE or on behalf of ACE within the display setup area.

9. Security:

The Sponsor and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsor agrees to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

10. Marketing:

ACE may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from Sponsor before making such invitations. In return for marketing privileges ACE may donate products and services to enhance the display.



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11. Force Majeure:

ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

12. Hold Harmless:

ACE agrees to indemnify and hold harmless the Sponsor, its agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this agreement. The Sponsor agrees to give ACE prompt notice of any claims or demands and to cooperate with ACE, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsor agrees to indemnify, and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this agreement which is caused by the Sponsor and/or its agents, servants or employee's negligence or failure to adhere to its responsibilities under this agreement.

13. No Partnership/Joint Venture:

This agreement shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE.



Director of Parks, Recreation and Cultural Services

Jeff Muck Name

Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Title	Commercial
248-347-0400	
Work Phone	
	2.11
517-404-2931	<u>工程</u> 以上限度的1000000000000000000000000000000000000
Cell Phone	AND ALL WATER AND AND
jmuck@cityofnovi.org	
Email Address	7-13-7-2-11
Contract accepted on behalf of Sponsor :	Contract accepted on behalf of ACE:
	A STATE OF THE STA
Signature	Cinatura
Signature	Signature
Robert J. Gatt	Nicole Coughlin
Please Print Name	Pl <mark>ease Print Name</mark>
Mayor	Display Coordinator
Please Print Title	Please Print Title
Date	Date
Jac	Date
	1



Jeff Muck

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Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Name	
Director of Parks, Recreation and Cultural	Services
Title	
248-347-0400	
Work Phone	
517-404-2931	
Cell Phone	The state of the s
jmuck@cityofnovi.org	
Email Address	
Contract accepted on behalf of Sponsor :	Contract accepted on behalf of ACE:
	William Country
Signature	Signature Cough Cu
Robert J. Gatt	Nicole Coughlin
Please Print Name	Please Print Name
Mayor	Display Coordinator
Please Print Title	Please Print Title
	10/4/2018
Date	Date



Packing List- Order #038126

Page 1 of 1

Shipped From:

ACE Pyro 13001 E Austin Rd Manchester, MI 48158

(877) 223-3552

Bill To:

ACE Pyro, LLC Michael Freeland PO Box 2

Manchester, MI 48158

4-MI-161-20-0D-12625 +1 (248) 417-5559

Pick-up at ACE Pyro:

Display - Novi Light Up The Night 11/30/2018

Qty	Part Number	Manufacturer	Description	Pkg
Profe	ssional Fireworks			
5	3mmatch-p	Dominator	3 Meter Electric Match (40 Pack)	40/1
1	3CP100A-A-20	Crown Pyro	3" Assorted Shells-A w/Tail (20 Effects)	20/1
1	3CP100A-A	Crown Pyro	3" Assorted Shells-A w/Tail (36 Effects)	72/1
1	4CP100A-A	Crown Pyro	4" Assorted Shells-A w/Tail (18 Effects)	36/1
1	4CP100A-B	Crown Pyro	4" Assorted Shells-B w/Tail (18 Effects)	36/1
1	25CPC270	Crown Pyro	2.5" Chained Thunder "Flights" Assortment w/Tail (Chains of 3)	32/3
1	3CPDC272	Crown Pyro	3" Chained Colorful Dahlia (Pink, Lemon, Aqua) (2 sec. delay)	6/12
1	25CPP110	Crown Pyro	2.5" Assorted Peanut Shells (10 Effects)	60/2
Equi _l 1	oment & Supplies SE22AWG500	Seminole	22 Gauge Duplex Wire (Yellow) 500 ft Spool	1/1



NOVI - LIGHT UP THE NIGHT NOVEMBER 30, 2018 - 45175 W 10 MILE RD NOVI, MI 48375 DISPLAY SITE MAP



2018 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY DATE PERMIT(S) EXPIRE:

	or group because of race, sex, r	CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate agains eligion, age, national origin, color, marital status, disability, or political	DATE PERMIT(S) EXPIRE:					
Authority: 2011 PA 256	need assistance with reading, w needs known to this Legislative	riling, hearing, etc., under the Americans with Disabilities Act, you ma Body of City, Village or Township Board.	bereis. If you by make your					
TYPE OF PERMIT(S) (Select all	applicable boxes)		TV-					
Agricultural or Wildlife Firework	ks	Articles Pyrotechnic	Display Fireworks					
Public Display		Private Display						
Special Effects Manufactured f	for Outdoor Pest Control or	Agricultural Purposes						
NAME OF APPLICANT		ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER					
Nicole Coughlin NAME OF PERSON OR RESIDENT AGENT	T DESPECATIVO	9700 Burmeister Rd, Saline, MI 48176	✓ YES □ NO					
CORPORATION, LLC, DBA OR OTHER	I REPRESENTING	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CO	DRPORATION, LLC, DBA OR OTHER					
Aaron Enzer	ALIE OF MOUNDANIATED DUST	9700 Burmeister Rd, Saline, MI 48176						
IF A NON-RESIDENT APPLICANT (LIST N/ OR MICHIGAN RESIDENT AGENT)	AME OF MICHIGAN ATTORNEY	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) TELEPHONE NUMBER						
NAME OF PYROTECHNIC OPERATOR		ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER					
Michael Freeland		9700 Burmeister Rd, Saline, MI 48176	✓ YES □ NO					
	DISPLAYS	WHERE	•					
NAME OF ASSISTANT	т	Michigan, Ohio, Illinois, Wyoming, Iowa	AGE OF ASSISTANT 18 YEARS OR OLDER					
			✓ YES □ NO					
Eric Russell		9700 Burmeister Rd, Saline, MI 48176						
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLD ✓ YES □ NO					
EXACT LOCATION OF PROPOSED DISPL			4					
45175 W 10 Mile Rd Novi, M DATE OF PROPOSED DISPLAY	1 48375	TIME OF PROPOSED DISPLAY						
November 30, 2018		Window 18:00 - 20:00 hours						
MANNER AND PLACE OF STORAGE, SUB PROVIDE PROOF OF PROPER LICENSING	JECT TO APPROVAL OF LOCAL	FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 &	1126 AND OTHER STATE OR FEDERAL REGULATIONS					
		npany storage in time for display setup.						
AMOUNT OF BOND OR INSURANCE (TO I	BE SET BY LOCAL GOVERNMENT	NAME OF BONDING CORPORATION OR INSURANCE COMPA	NY					
10,000,000		The Partners Group Ltd						
ADDRESS OF BONDING CORPORATION (11225 SE 6th Street, Suite		3004						
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED (Plea	se provide additional pages as needed)					
Approximately 300	Assorted aerial display		- 					
		1						
SIGNATURE OF APPLICANT	Coughle	il.	8-17-18					

2018 Permit for Fireworks Other than Consumer or Low Impact

	The LEGISLATIVE BODY OF CITY, VILLA	GE OR TOWNSHIP BOARD	will not discriminate against any indivi	idual or grou	up because of ra	ce. sex. religion, ac
Authority: 2011 PA 256	color, marital status, disability, or political be make your needs known to this Legislative E	eliefs, If you need assistance v	vith reading, writing, hearing, etc., un-			
This permit is not transferable. Pos the purpose of and at the place liste	session of this permit authorizes the delow only through permit expire	ne herein named perso ation date	n to possess, transport and	display f	ireworks in tl	ne amounts, fo
TYPE OF PERMIT(S) (Select all a	applicable boxes)			FOR US	E BY LEGISL	ATIVE BODY O
Agricultural or Wildlife Firework		✓ Display Fireworks			LLAGE OR TO	
Public Display		MIT(S) EXPIRATION DATE PATE OF EXPIRATION)				
Special Effects Manufactured for	or Outdoor Pest Control or Agricultur	ral Purposes				4
NAME OF PERSON PERMIT ISSUED TO				745	AGE (18 YEAF	
ADDRESS OF PERSON PERMIT ISSUED TO	° 9700 Burmeister Rd, Sa	line MI 18176			2 120	110
NAME OF ORGANIZATION, GROUP, FIRM O				-		
ADDRESS 0700 Durmainter D		.0		8.3	a	.04 (.7
9700 BURMEISTER K NUMBER AND TYPES OF FIREWORKS (PIG	Rd, Saline, MI 48176 ease attach additional pages if necessary)		(A)		-	<u> </u>
Approximately 300 assor	rted aerial display shells 2	2 5" - 4"		1	•	
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						2320
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						- 5
EXACT LOCATION OF DISPLAY OR USE					200	
4	15175 W 10 Mile Rd Novi,	, MI 48375				ند و ـ
CITY, VILLAGE, TOWNSHIP City of N	lovi	E	November 30, 2		18:00	- 21:00 hrs
BOND OR INSURANCE FILED			L		MOUNT	- vii
VES NO					10,0	00;000
						-
Issued by action of the Legislative	Body of a					
City Village Township	p of	on the		day of		
				: B		
	(Signature and Title	e of Legislative Body Represer	stative)		-	
	Congression and the	or registative over trableser	navve/			i.

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2018

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 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).

C	certificate holder in lieu of such endorsement(s).										
PRODUCER The Partners Crown Ltd				NAME: Janet Nau							
The Partners Group Ltd 11225 SE 6th St., Suite 110				PHONE (A/C, No, Ext): 425-455-5640 FAX (A/C, No): 425-455-6727							
	llevue WA 98004				E-MAIL ADDRESS: Jnau@tpgrp.com						
											NAIC#
					INSURE	RA: T.H.E. Ir	surance Con	npany			12866
INSU	RED e Pyro, LLC	14372			INSURER B:						
	2 Pyro, LLC 001 E. Austin Rd				INSURE	RC:					
	nchester MI 48158				INSURE	R D:					
					INSURER E :						
					INSURER F:						
				NUMBER: 1437100813				REVISION NUM			
CI EX	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI AIN, CIES,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER (S DESCRIBE	DOCUMENT WITH D HEREIN IS SUI	H RESPEC	T TO V	VHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	5	
Α	GENERAL LIABILITY	Υ		CPP010442903		11/1/2017	11/1/2018	EACH OCCURRENCE		\$ 1,000,0	00
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENT PREMISES (Ea occu		\$ 100,000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one	11000110041	\$ Exclude	
								PERSONAL & ADV		\$ 1.000.0	
									GENERAL AGGREGATE \$ N/A		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,0		00	
	X POLICY PRO-									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Pe	er accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAG (Per accident)	SE	\$	
										\$	
Α	UMBRELLA LIAB X OCCUR	Υ		ELP001174703		11/1/2017	11/1/2018	EACH OCCURRENC	CE	\$ 9,000,0	00
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$ 9,000,0	00
_	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							WC STATU- TORY LIMITS	OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A						E.L. EACH ACCIDEN	TV	\$	
(Mandatory in NH)							ļ	E.L. DISEASE - EA E	EMPLOYEE	\$	
_	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	
ine	RIPTION OF OPERATIONS / LOCATIONS / VEHICL following are Additional Insured on Gen led Insured, as required by written contri	eral	ttach A Liabili	ACORD 101, Additional Remarks 1 ity as their interest may ap	Schedule, pear as	if more space is respects ope	required) erations perfo	rmed by or on be	ehalf of the	е	
Eve	itionally Insured: City of Novi, all elected nbers, including employees and volunter nt Location: 45175 W 10 Mile Rd Novi, N	ers tr	iereoi	inted officials, all employed f per form attached. 30 Day	es and v y Notice	volunteers, al e of Cancellat	l boards, com ion applies pe	missions and/or er form attached.	authoritie	s and b	oard
Eve	Event Date: 11/30/2018 RD: N/A										
CER	CERTIFICATE HOLDER CANCELLATION										
					SHO	ULD ANY OF T	DATE THE	ESCRIBED POLIC			
City of Novi - Light Up the Night					ACCORDANCE WITH THE POLICY PROVISIONS.						
	45175 Ten Mile Road Novi MI 48375				AUTHORIZED REPRESENTATIVE						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Novi, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof per form attached. 30 Day Notice of Cancellation applies per form attached.

Event Location: 45175 W 10 Mile Rd Novi, MI 48375

Event Date: 11/30/2018 RD: N/A

BUT ONLY WITH RESPECT TO THE OPERATIONS OF THE NAME INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- We have the right to:
 - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.