

Exhibit B

INDEMNIFICATION AND INSURANCE AGREEMENT

The _____ agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.

It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional insured on the organization's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

It is further understood and agreed that the organization's liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One Million (\$1,000,000) Dollars Combined Single Limit.

It is further understood and agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled event. In the event that the organization fails to comply with this requirement, the City of Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur.

Signature: _____

Date: _____

Witness: _____

7/21/2015