



City of Traverse City Park or Public Land Use High Impact Permit

Pursuant to the City of Traverse City Park and Public Land Use Policy, the following parks or public land are hereby permitted to be utilized on the associated dates:

Public Land:

- **Open Space (West & South Quadrants) from August 16 – August 24, 2026**
- **Lot RB from August 18 – August 23, 2026**
- **Lot X on August 22, 2026**

Event Name: **Traverse City Food and Wine**

Permit Holder: **Traverse City Tourism (applicant: Mickey Graham)**

Exclusive use is not granted. However, the City of Traverse City hereby authorizes the use of the above-named Parks and Public Land during the time period indicated above subject to the following terms and conditions.

1. The Applicant shall furnish to the City Clerk's office a certificate of insurance for submit Comprehensive General Liability Certificate in the amount of \$1 million per occurrence along with an endorsement to the policy naming the City of Traverse City as additional insured. If alcohol is being served but not sold, the applicant shall furnish to the City Clerk's Office a Certificate of Insurance for \$1 million host liquor liability, naming the City of Traverse City as additional insured. If alcohol is being sold, the applicant shall furnish to the City Clerk's Office a Certificate of Insurance for \$1 million liquor liability, naming the City of Traverse City as additional insured. The City Clerk may require additional insurance coverage.
2. The Applicant shall be liable for all damages both to property and person and shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses resulting or arising out of or in connection with the performance of the act for which this permit is issued. The obligations to defend indemnify and hold harmless shall exclude only those matters in which the claim arises out of allegations of the sole negligence or act of the City, its officers, agents or employees.
3. The Applicant shall reimburse the City for expenses such as police, fire, streets,

February 15, 2013

Drafted by: Benjamin Marentette

parking, and others as agreed upon between the City and the applicant and will be billed accordingly.

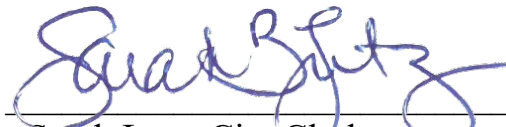
4. The application is attached hereto and made a part of this permit. In the event that any term, clause or provision of this Permit conflicts with any term, clause or provision contained in any attachments hereto, this Permit's terms shall prevail.
5. The tent/canopy membrane material shall be non-combustible, flame resistant, or treated in an approved manner in accordance with the State Building Code. On-site inspection will be done by the Fire Marshal; it is the responsibility of the Permit Holder to arrange such inspection at least seven (7) days prior to the event.
6. The Applicant shall comply with all federal, state, county and city rules and regulations; nothing in this permit shall be construed to grant a waiver from any such regulations.
7. The Applicant is responsible for any cleanup following this event and any damage done to City property and will be billed accordingly.
8. If there is any staking done, the Applicant shall contact MISS DIG (1-800-482-7171) and the City's Parks and Recreation Superintendent (231-922-4910, extension 114) at least five (5) days prior to such staking.
9. The rights granted by this permit are revocable at the will of the City of Traverse City, and the Applicant waives any right to claim damages or compensation in the event that this permit is revoked.
10. This permit may not be transferred or assigned.

Attached:

 X Application
 X Site Plan
 X Narrative
 X Staking Agreement

Date: August 13, 2026

Issued by



Sarah Lutz, City Clerk

February 15, 2013

Drafted by: Benjamin Marentette

City of Traverse City
Application for High Impact Community Events
In Parks and Public Land,
and/or City Streets



(For events in streets that are conducted for a residential purpose or where a street closure is not needed, a Non-Major Street Use Permit Application should be completed instead of this application)

Please submit 90 days prior to event (application must be submitted sooner for reservation requests – see Parks and Public Land Use Policy and Street Use Policy for Community Events).

Title of Event: Traverse City Food & Wine

General Nature of your Event Five day event celebrating the region's local agriculture, culinary scene, wines and craft beverages

Name of For-Profit Organization, if any: _____

Name of Non-Profit Organization, if any (a non-profit organization is required for Street Use applications):

Traverse City Tourism

Expected Number of Participants: 100 - 2,000 per day

Authorized Representative (Applicant): Mickey Graham

Business Address: 101 W. Grandview Pkwy. Traverse City, MI 49684

Email: mickey@traversecity.com Phone Number: 616.437.9924

Authorized Co-Representative (If applicable): Whitney Waara

Business Address: 101 W. Grandview Ave. Traverse City, MI 49684

Email: whitney@traversecity.com Phone Number: 231.947.1120

Additional Contact Person(s) during Event (name & phone): Brett Knaus 616.726.0686

Restrictions regarding the number of High Impact Events allowed in City Parks/Public Land according to City Policy:

- High Impact Events are prohibited in all city parks on Memorial Day and Labor Day and the preceding Friday, Saturday and Sunday and on July 3, July 4 and July 5 of each year.
- Aside from the National Cherry Festival, High Impact Events are prohibited in July in Clinch Park and the Open Space.

For Parks/Public Land (such as parking lots), excluding streets:

Name of Park(s) or Public Land(s) Requested: Open Space Park

Official Date(s) and Time(s) of Event: Wednesday, Aug 19 - Sunday, Aug 23

Parking Lots: Lot RB from Aug 18 through Aug 23, Lot X on Aug 22 only

All Date(s) requested, including set up and tear down: Sunday, Aug 16 through Monday, Aug 24.

Set up will begin on Sunday, Aug 16 and events take place from Wednesday, Aug 19 through Sunday Aug 23.

The largest event will be Saturday, Aug 22. Tear down will begin Sun, Aug 23 and conclude on Monday, Aug 24.

For Streets:

Street(s) section(s) requested to be closed: _____

Official Date(s) and Time(s) of Event: _____

All Date(s) and Time(s) requested, including set up and tear down: _____

1. Will you be setting up significant infrastructure, such as tents, large structures, stages, or amusements? *If setting up tents or large structures, the structure's material shall be non-combustible, flame resistant or treated in an approved manner in accordance with the Michigan Building Code. If a tent or structure has an area in excess of 200 square feet or a canopy is used that is in excess of 400 square feet, it may not be erected before first obtaining a permit from the Fire Marshal. You must contact the Fire Marshal to obtain information regarding a site plan that meets regulatory requirements as well as to schedule an on-site inspection, at least 7 days before your event.*

☒ Yes - Tent Size(s): Listed here, see diagram for detail Other Structures: 30' x 30' stage and demo kitchen

☐ No Tents - one 66' x 240', one 20' x 160', one 20' x 100, one 20' x 60', one 30 x 30', three 20' x 30', three, 20' x 20', on 10' x 30', five 10' x 20', one 15' x;15, one 10 x 10'

2. Will you be staking or driving anything into the ground such as tents?

☒ As of September 2019, for safety reasons, as a result in the procedures for marking underground utilities, the city prohibits driving anything into the ground within any city park (e.g. staking) until we have identified exactly where all underground utilities are located.

☐ No

3. Do you have any tents or other structures that need to be held down?
☒ Yes If yes, recognizing that, as outlined in Question 2, staking in city parks is prohibited, how will you weigh down the tents or other structures (i.e. using sand bags or water weights) _____
☐ No
4. Are you setting up equipment such as tables, portable toilets, public address systems, chairs, etc.?
☒ Yes
☐ No
5. Will there be any water events?
☐ Yes, *DNR Permits may need to be obtained; please contact the local DNR Office.*
☒ No
6. Are you using Flames/Fires/Pyrotechnics?
☐ Yes, *additional insurance may be required as well as a hold harmless waiver. Please contact the City Clerk's Office to obtain specific requirements in advance. You shall also contact the Fire Marshal to obtain information regarding regulatory requirements.*
☒ No
7. Do you need electricity services?
☒ Yes, *some parks do not offer electricity; please confirm with Parks and Recreation. **Open Space electrical panels contact National Cherry Festival at (231) 947-4230*
☐ No
8. Will there be any entertainment or amplified music?
☒ Yes, *Compliance with the City's Noise Ordinance is required. For questions, please contact the Noise Control Officer.*
☐ No
9. Will you be utilizing a generator?
☒ Yes, *Contact Bruce Remai at Grand Traverse County Construction Code. 231-995-6047 or bremai@grandtraverse.org.*
☐ No
10. Will you need to rent barricades from the City?
☐ Yes, indicate quantity: _____, *Please contact the Streets Division Superintendent to rent your barricades. All barricades must be picked up and returned to Streets Division at 625 Woodmere Avenue. **Please indicate placement on the site plan.***
☒ No
11. Will you be utilizing signs for your event?
☒ Yes, *approval must be provided by Zoning Administrator.*
☐ No
12. Will you be selling any merchandise/food/drink on sidewalk?
☐ Yes, *a Sidewalk Display of Merchandise Permit is required – contact City Clerk's office*
☒ No

13. Will there be any food served, sold, or will there be Mobile Food Vendors?
☒ Yes, served, NOT sold. *You may need a permit from the Grand Traverse County Environmental Health Department Office.*
☐ Yes, sold utilizing a Mobile Food Vendor. *For Mobile Food Vendors a permit is required. *Note: Mobile Food Vendors are not permitted in City Parks or on City property unless the City Park or Property is listed on the Map of City Property where Mobile Food Vending is Generally Allowed. Visit <https://www.traversecitymi.gov/userfiles/filemanager/h6uqfw5sp5uo000mtryf/> to view this map.*
☐ No

14. Will there be alcohol? *Please note that some parks do not allow alcohol and that glass is not permitted on beaches; See attached regulation summary.*
☒ Yes, served and/or sold.
☐ No

Additionally, if the entity that will be serving the alcohol is different from the applicant, please provide the following information:

Contact person's name: _____

Organization name: _____

Organization mailing address: _____

Contact telephone number: _____

Insurance Requirements for Alcohol being served or sold:

A Certificate of Liquor Liability Insurance in the amount of \$1 million per occurrence, naming the City of Traverse City as additional insured is required. The certificate must list the following as certificate holder: City of Traverse City, 400 Boardman Avenue, Traverse City, MI 49684.

15. Will you be providing shuttle bus services?
☒ Yes, *please contact Parking Administration to coordinate services and also describe pick up and drop off points in narrative.*
☐ No
16. Is this a free event to the public? **Note: An event is not granted exclusive right to a City Park and shall be open to the general public without charge. A participant fee may be charged – for example, a person may walk through a vendor showcase, but would be charged a fee to participate in activities associated with the vendors.*
☐ Yes
☒ No, ***please include an outline of ticketed events and prices in the Narrative.***
17. If charging a fee for activities associated with your event within a park, do you acknowledge that the park cannot be completely closed to the general public?
☒ Yes
☐ Not applicable

18. ***For Open Space Only:*** No High Impact Event in the Open Space may use more than two quadrants. Please refer to the attached map *Open Space Quadrant Layout*. Please circle which quadrant(s) your event will be utilizing (maximum of 2): North **South** East **West**

19. A detailed Narrative which fully describes all activities of your event, including a timeline from set-up to tear-down, is required. Did you attach the required Narrative?

☒ Yes
☐ Not yet, but I understand the requirements
☐ I need guidance, please

20. **A site plan is required.** Please attach a site plan depicting the location of all of the following, including any other relevant information:

(A) Tents;	(I) Vehicle/Trailer Parking at event site – include the purpose of the vehicles/trailers;
(B) Table and Chairs;	(J) Portable Toilets - to the greatest extent possible, they shall be located so that they cannot be seen by outside spectators;
(C) Public Address system;	
(D) Stages;	
(E) Flames/fires/pyrotechnics;	
(F) Vending;	
(G) Barricades;	
(H) Police;	

- 21a. Will you be closing any sections of streets?

☒ Yes
☐ No

If yes, you will need to work with the City Clerk's Office to submit a barricade plan that is logistically viable, and deemed acceptable by the Police, Fire, and Streets Departments.

Did you do so?

☐ Yes, I have verified my barricade plan with the City Clerk's Office
☐ Not yet, but I know exactly what is required for my plan
☐ I need guidance, please
☐ Not applicable

- 21b. Are you closing street(s) within the boundaries of the Downtown Development Authority (DDA)/Central Business District?

☐ Yes
☒ No

If yes, the city requires that you submit a petition of support; the City Clerk's Office will provide you with a database and instructions on what is required. This requirement does not apply to events which close the street for less than one hour or events conducted/sponsored by the Downtown Traverse City Association.

ALL HIGH IMPACT EVENT HOLDERS – Please read and adhere to the following requirements:

- (a) With the exception of Low Impact Events where nothing is being set up in the park, the Applicant shall furnish to the City a certificate of insurance for Comprehensive General Liability in the amount of \$1 million per occurrence along with a separate page Endorsement to the policy naming the City of Traverse City as Additional Insured. If alcohol is being served or sold, the Applicant shall furnish to the City a certificate of insurance for liquor liability in the amount of \$1 million per occurrence policy, naming the City of Traverse City as additional insured. The City Clerk may require additional insurance coverage.
- (b) The Applicant shall be liable for all damages both to property and person and shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses resulting or arising out

of or in connection with the performance of the act for which this permit is issued. The obligations to defend indemnify and hold harmless shall exclude only those matters in which the claim arises out of allegations of the sole negligence or act of the City, its officers, agents or employees.

- (c) For winter events, the Applicant shall contact the Street Division Superintendent to address removal of snow
- (d) For Street Use Permits, at least two weeks before the event, the Applicant shall notify in writing all affected property owners and occupants along the route of the closure. The notice shall include the name of the event, a description of the event, time period, and the name and telephone number of a contact person.
- (e) The Applicant shall maintain a 20' wide center lane (10' on both sides of the center line) for emergency vehicles.
- (f) The tent/canopy membrane material shall be non-combustible, flame resistant, or treated in an approved manner in accordance with the Michigan Building Code. On-site inspection will be done by the Fire Marshal. The Applicant must contact the Fire Marshal at least 7 days before the event.
- (g) If displaying pyrotechnics, a unique site plan which meets regulatory requirements as well as an on-site inspection by the Fire Marshal is required.
- (h) For Street Use Permits, the Applicant shall provide watchmen and flagmen as may be necessary for the safety and convenience of the public and shall furnish all barricades, signs and lights necessary to protect the public and/or such additional barricades, signs and lights as required per part VI of the current Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
- (i) The Applicant shall reimburse the City for expenses such as police, fire, streets, and others as agreed upon between the City and the applicant; the Applicant will be billed accordingly.
- (j) The Applicant is responsible for any cleanup needed following the event and any damage done to City property will be billed accordingly.
- (k) The rights granted by this permit are revocable at the will of the City of Traverse City, and the Applicant waives any right to claim damages or compensation in the event that this permit is revoked.
- (l) If issued, a permit may not be transferred or assigned.
- (m) Unless otherwise waived in writing by the City Clerk, the applicant shall not place anything on the sides of non-motorized pathways that would create less than a 2' clear zone on both sides.

The undersigned, declares and says he/she wishes to be permitted to perform the operation, service or act stated hereon and that the statements made above are true and correct to the best of his/her knowledge and belief, he/she will comply with all provisions of the ordinances and policies of the City of Traverse City (hereafter "City") relative to the operation, service or act for which the permit is requested, and agrees to hold the City free and harmless from all liability which may be imposed upon it, to reimburse the City for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the work or act for which the permit was issued.

The undersigned acknowledges that the City may revoke a permit if the city determines information regarding the event was not accurately conveyed to the City on this application document or if the City's ordinances or policies are violated; and by signing, waives any claims of liability, financial or otherwise, against the City should a permit be revoked.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the city from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Date: 02/09/2026

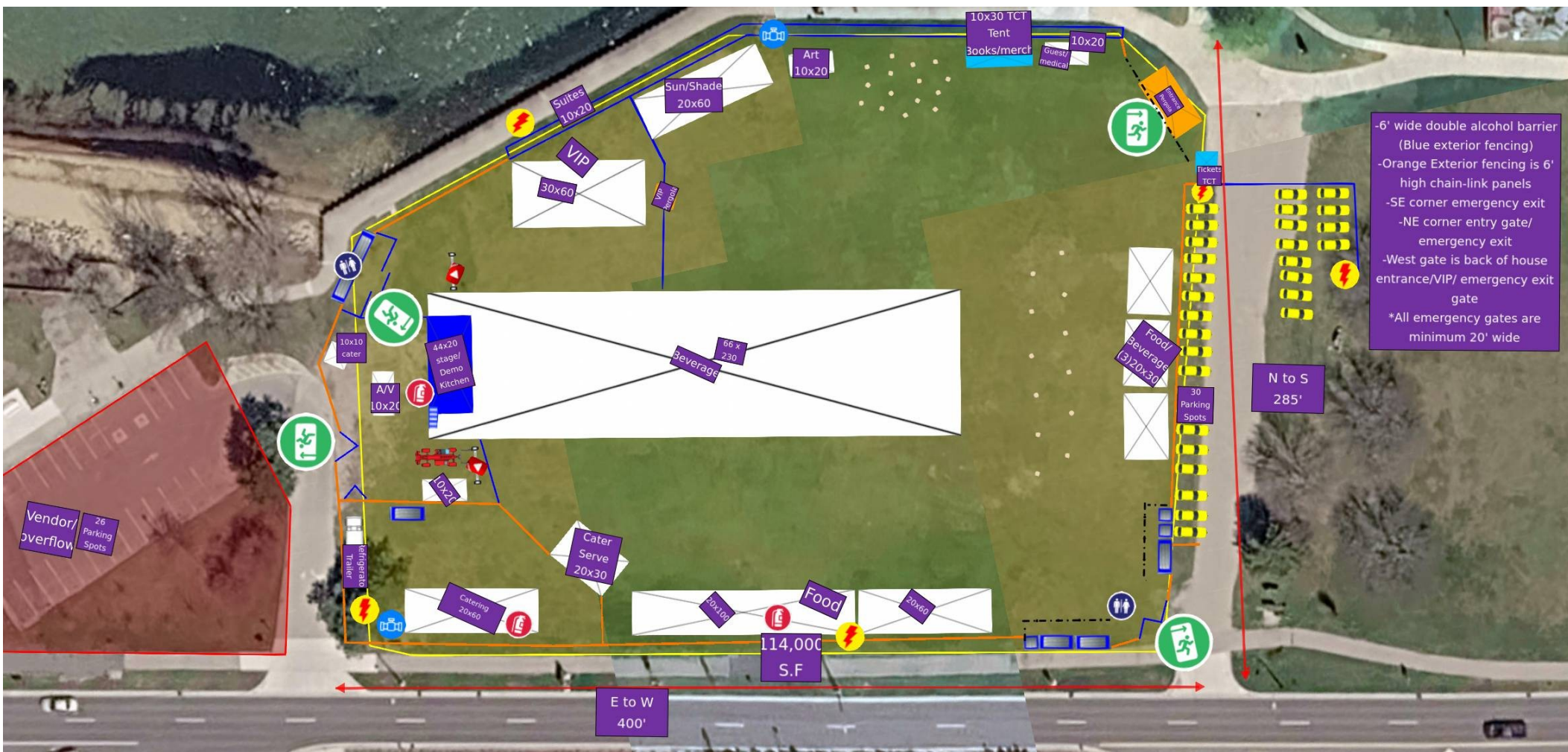
Authorized Applicant Representative:

Mickey Graham

(Please print name)

Mickey Graham

(Signature)



Traverse City

FOOD & WINE

DRAFT EVENT SCHEDULE 2026



	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
10:00 AM		MARTIN SORGE - BAKING WITH LOCAL GRAINS			
10:30 AM					
11:00 AM				PRIVATE - CHEF PHOTOS	
11:30 AM	FRESH FROM THE MARKET - CHEFS DEMO FAVORITE CREATIONS USING FRESH, LOCAL INGREDIENTS		CHEF DEMOS FROM THE OPEN SPACE		LOW COUNTRY BOIL
12:00 PM		CHEF DEMOS FROM THE OPEN SPACE - possible cookbook panel at 11:30	EXCLUSIVE WINE EXPERIENCE WITH SUSAN K	GRAND TASTING - VIP + EARLY ENTRY	
12:30 PM					
1:00 PM					
1:30 PM					
2:00 PM				GRAND TASTING - GENERAL ADMISSION	
2:30 PM		NWS RECEPTION	AFRIM PRISTINE - CHEESE & WINE MASTER CLASS [2 - 3PM]		
3:00 PM	WINE TASTING EXPERIENCE WITH SUSAN K [3 - 4:30]				
3:30 PM		gates open at 3pm			
4:00 PM				PRIVATE - STAFF & VOLUNTEER GRATITUDE PARTY	
4:30 PM		NATIONAL WRITERS SERIES - RUTH REICHEL [4 - 5:30]			
5:00 PM					
5:30 PM					
6:00 PM		BOOK SIGNING			
6:30 PM					
7:00 PM					
7:30 PM					
8:00 PM	JAMES BEARD FOUNDATION DINNER - OPEN SPACE	BUBBLES BY THE BAY			
8:30 PM					
9:00 PM					
9:30 PM					
10:00 PM					

Traverse City Food & Wine Event — Year Two Overview

Traverse City Food & Wine is returning for its second year following a very successful inaugural event. Year one ran smoothly from an operational standpoint and brought together a wide range of partners including restaurants, wineries, farms, and producers to create a cohesive, region-wide celebration of local food and agriculture.

Building on that strong foundation, the second year will follow a similar operational plan while expanding and refining the overall experience. The event continues to focus on highlighting the region's culinary and agricultural assets through curated tasting, educational, and experiential programming.

Set-Up & Teardown of the Open Space

- **Set-up begins:** Sunday, August 16
- **Teardown begins:** Sunday afternoon, August 23
- **Teardown completed:** Monday, August 24

The operations and set-up crew will be the same organizations used in year one. Based on last year's experience, there were no issues with staking tents, and we plan to follow the same approach again this year. MISS DIG will be contacted in advance to mark locations prior to staking.

Event Week Overview

Wednesday, August 19 – Friday, August 21

Open Space | Events held between 8:00 AM – 10:00 PM

In the days leading up to the Grand Tasting, the Open Space will host a series of daytime and early evening events designed to showcase local talent and visiting culinary personalities. All events will conclude by 8:00 PM.

Possible events include:

- Cooking demonstrations or classes (up to 300 attendees)
- Lectures, panels, or speaker discussions (up to 800 attendees)
- Tastings and pairings (up to 300 attendees)
- Meals such as brunch, lunch, or dinner (up to 500 attendees)
- Walk-around tastings or receptions (up to 500 attendees), with low-decibel local music

Planned programming during these days includes:

- One free, ticketed student culinary showcase

- One free, ticketed children's cooking demonstration and tasting
- Several ticketed events priced at \$30 and under

Saturday, August 22 — The Grand Tasting

Open Space | Noon – 4:00 PM

The Grand Tasting serves as the anchor event of the week and will follow the same successful timeline and format as year one.

The event features:

- Small bites of locally sourced food
- Small samples of wine and craft beverages
- Non-alcoholic options
- Chef demonstrations in a dedicated demonstration kitchen
- Potential light music by local artists
- A limited number of vendors, such as artisan products or a bookstore

Attendance is anticipated to be up to 2,000 guests, plus staff, partners, and volunteers. The event footprint will be similar into last year's event.

Additional programming on Saturday surrounding the Grand Tasting (between 8:00 AM – 10:00 PM) may include lectures, panels, or small receptions related to the Grand Tasting.

Sunday, August 23

Open Space | 8:00 AM – 2:00 PM

The event week will conclude with one final event in the Open Space, most likely a brunch. Depending on final programming, there may also be a cooking demonstration or class earlier in the day.

Transportation & Safety

- **BATA** will provide additional service as needed along the Bay Line Route to support parking and safe transportation options
- **NORTE** bike racks will be available on-site
- We will request two Traverse City Police officers for the Grand Tasting on Saturday, August 22, from 11:00 AM – 5:00 PM

As programming details are finalized, we will continue to communicate updates with the City Clerk's office.

Setup & Operational Timeline:

Sunday, August 16:

- 9 AM: Tent setup, rental equipment deliveries (Kubotas, generators, telehandlers, tower lights, etc.)
- Noon: Portable restrooms set up, electrical setup begins (TSI Electric)
- 7 PM: Overnight security in place

Monday, August 17:

- 9 AM: Fencing & barricade installation, catering setup, refrigerated GFS trailer delivery
- Noon: AV setup, propane delivery, ice chest drop off, plumbing hookups
- 7 PM: Overnight security in place

Tuesday, August 18:

- 9 AM: Final setup, vendor arrival (no food/alcohol on site), trash & recycling setup - GFL
- 7 PM: Overnight security in place

Wednesday, August 19 – Friday, August 21:

- Use of Open Space from potential events listed above
- 7 PM: Overnight security in place

Saturday, August 22:

- 8 AM: Vendor setup; alcohol arrives on premises
- Noon: VIP and early entry
- 1 PM: General public entry
- 4 PM: Event ends
- 5 PM: Vendors depart; some venue teardown begins
- 7 PM: Overnight security in place

Sunday, August 23:

- Use of Open Space from potential events listed above
- 3 PM: Some teardown begins
- 7 PM: Overnight security in place

Monday, August 24:

- 8 AM Full teardown (tents, restrooms, fencing, rented equipment)
- 7 PM: Park fully vacated

AGREEMENT TO ALLOW STAKING IN THE OPEN SPACE

THIS AGREEMENT made this 13th day of August, 2026, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and TRAVERSE CITY TOURISM, a Michigan nonprofit corporation of 101 W Grandview Pkwy. Traverse City, 49686 ("TCT");

The Parties enter into this Agreement on the basis of the following:

Whereas, TCT has applied for a high impact permit from the City to hold a food and wine festival at the City-owned park known as the Open Space, Lot RB, and Lot X on Wednesday, August 19 - Sunday, August 23; and

Whereas, the City has issued said permit to TCT, which is attached hereto and incorporated herein by reference (**Attachment A**); and

Whereas, the Open Space contains various underground utilities, including but not limited to electrical and sprinkler systems; and

Whereas, due to the underground utilities located in the Open Space, the City does not permit staking in this area; and

Whereas, the City has determined to make an exception and allow staking for the event subject to the terms of this Agreement.

Now therefore, the City and TCT agree as follows:

1. The above recitals are incorporated into the terms of this Agreement as if fully restated here.
2. In consideration of the City allowing staking in the Open Space, and other good and valuable consideration, receipt of which is hereby acknowledged, TCT shall:
 - a. furnish to the City a certificate of insurance for Comprehensive General Liability in the amount of \$1 million per occurrence along with a separate page Endorsement to the policy naming the City of Traverse City as Additional Insured.
 - b. be liable for all damages both to property and person and shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses resulting or arising out of or in connection with the performance of the act for which this permit is issued. The obligations to defend indemnify and hold harmless shall exclude only those matters in which the claim arises out of allegations of the sole negligence or act of the City, its officers, agents or employees.
 - c. contact the Fire Marshal at least 7 days before the event to confirm the tent/canopy membrane material shall be non-combustible, flame resistant, or treated in an approved manner in accordance with the Michigan Building Code. On-site inspection will be done by the Fire Marshal.
 - d. reimburse the City for expenses such as police, fire, streets, and others as agreed upon

- between the City and TCT; TCT will be billed accordingly.
- e. be responsible for any cleanup needed following the event and any damage done to City property will be billed accordingly.
 - f. comply with all federal, state, county and city rules and regulations.
 - g. contact MISS DIG (1-800-482-7171) and the City's Parks and Recreation Superintendent (231-922-4910, extension 114) at least five (5) days prior to any staking. All staking must be removed immediately following the event.

3. Damage to Underground Utilities

- a. TCT agrees to pay any and all costs associated with repairing damage caused to underground utilities related to its event and in particular the staking in the Open Space.
 - b. TCT agrees to retain Traverse Outdoor for making any such repairs. TCT has committed to and arranged for Traverse Outdoor to make any necessary repairs within three (3) days of the event concluding or within three (3) days of an issue being reported, whichever is sooner. The parties agree that Traverse Outdoor has the experience and expertise to perform repairs to the underground utilities in the Open Space. Such repair work shall not be subcontracted.
 - c. If repairs are not completed within three (3) days, TCT shall pay the City liquidated damages in the amount of five hundred dollars (\$500.00) per for each day that repairs are not completed. TCT acknowledges that damage to the underground utilities in the open space will damage the City, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions state in this Agreement will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.
4. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

This Agreement may not be transferred or assigned.

CITY OF TRAVERSE CITY

By 
Benjamin Marentette, City Manager

TRAVERSE CITY TOURISM

By 
Trevor Tkach, President/CEO