

EXHIBIT 1

HORSE CARRIAGE LICENSE AGREEMENT

THIS HORSE CARRIAGE LICENSE AGREEMENT (this “Agreement”) is entered into by and between TOP HAT CARRIAGE SERVICES LLC, a Minnesota limited liability company, (“Top Hat”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”). The parties acknowledge the following:

A. The City owns property located in the area of Duluth known as Canal Park, which is legally described as follows (the “City Property”):

All that part of Lots 270, 272, 274, 276, 278, 280, LAKE SHORE, UPPER DULUTH, lying easterly of the westerly line of St. Croix Avenue (as such west line is located by condemnation plat, filed November 24, 1896, in said Register of Deeds office, bearing Register’s number 5764) and also lying between the prolongation of the southerly line of Lot 270, Lake Shore, on the South and the prolongation of the center line of Morse Street in said plat of Upper Duluth on the North, to the low watermark on Lake Superior, together with the riparian rights belonging to said lands and lots above described.

B. Top Hat owns and operates a horse carriage service that provides the public with recreational horse drawn carriage rides through Canal Park and Downtown Duluth.

C. Top Hat wishes to periodically and temporarily hitch its horses and carriages on that portion of the City Property depicted on the attached Exhibit A (the “Licensed Property”).

D. Top Hat and the City desire to enter into this Agreement to allow Top Hat to periodically and temporarily hitch its horses and carriages on the Licensed Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. THE LICENSE. Subject to the terms and conditions set forth in this Agreement, the City grants to Top Hat a non-exclusive license to periodically and temporarily hitch its horses and carriages on the Licensed Property seven days a week during the following hours of operation: 7:00 a.m. to 10:00 p.m. (the “Hours of Operation”). Top Hat shall not store anything on the Licensed Property outside the Hours of Operation. Top Hat may use the Licensed Property only for the express purpose permitted by this Agreement and for no other purpose.

2. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on May 1, 2024, and shall continue through December 31, 2026 (the “Term”). Notwithstanding the Term, Top Hat’s use of the Licensed Property shall be limited to the days between May 1 and December 31 during each year of the Term.

3. LICENSE FEE. Top Hat shall pay the City a license fee \$500.00 per year (the “Fee”), which payment shall be made by May 1st each year (for a total of \$1,500). The funds received pursuant to this Agreement shall be deposited into Fund 110, Public Administration 121, Property and Facilities Management 1222, Rent for Land 4623. The Fee is non-refundable even if this Agreement is terminated prior to the end of the Term.

4. TERMINATION OR EXPIRATION.

A. Without Cause. Either party may terminate this Agreement without cause by providing at least thirty (30) calendar days’ written notice to the other party.

B. For Cause. The City may terminate this Agreement for the material breach by Top Hat of any provision of this Agreement if such breach is not cured to the satisfaction of the City within ten (10) days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach.

C. Immediately. The City may terminate this Agreement immediately on notice to Top Hat if the City believes in good faith that the health, welfare, or safety of occupants or neighbors of the Licensed Property would be placed in immediate jeopardy by the continuation of this Agreement.

D. Surrender Possession. Upon expiration of the Term or termination of this Agreement for any reason, Top Hat will surrender possession of the Licensed Property to the City in as good condition and state of repair as the Licensed Property was in at the time Top Hat took possession. Upon expiration of the Term or termination of this Agreement for any reason, Top Hat shall restore the Licensed Property to its original condition at the time of execution of this License Agreement or, upon demand, pay to the City the reasonable costs incurred by the City to repair any damage done to the Licensed Property by Top Hat, its employees, servants, agents, contractors, invitees, tenants and licensees.

5. MAINTENANCE. Top Hat will keep the Licensed Property clean and in an orderly condition and shall collect all paper, garbage, and other waste generated from its operations, including but not limited to feces, feed, and urine. Top Hat will arrange for proper disposal of garbage, recycling and other debris. Top Hat will not permit any mechanic’s or other liens to attach to the Licensed Property. The City will not provide any maintenance or any other services whatsoever with respect to the Licensed Property. In the event any hitching posts on the Licensed Property are removed by the City, the City shall have no obligation to replace the hitching posts. Top Hat shall not make any improvements to the Licensed Property without the prior written permission of the City’s Property and Facilities Manager, which permission may be granted or withheld in the City’s sole discretion.

6. NO WARRANTY. The City makes no representation that the Licensed Property is suitable for any particular purpose or specific use and Top Hat accepts the Licensed Property in an “as is” condition without representations or warranties of any kind. The City shall have no duty to maintain or repair the Licensed Property. Top Hat acknowledges that the City intends to remove

the trees located adjacent to the Licensed Property and that the City has no obligation to replace the trees.

7. ALTERATIONS AND IMPROVEMENTS. Top Hat agrees to exercise reasonable care and best practices in utilizing the Licensed Property to minimize any permanent impacts to the Licensed Property. Top Hat shall not make any alterations or improvements to the Licensed Property without the prior written consent of the City and then upon the terms and conditions which may be imposed by the City. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Top Hat shall submit to the City a Project Proposal Request along with detailed plans. A copy of the form of Project Proposal Request is attached to this Agreement as Exhibit B. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work.

8. INSURANCE AND INDEMNICATION.

A. During the Term, Top Hat shall maintain such insurance coverage as required by this Agreement and as will protect Top Hat and the City against risk of loss or damage to the Licensed Property and against claims that may arise or result from the maintenance and use of the Licensed Property during the Term. Top Hat shall procure and maintain continuously in force: (1) workers compensation insurance in accordance with applicable law; (2) Commercial General and Liability Insurance with limits not less than \$1,500,000 Single Limit that shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Top Hat may meet the minimum amount of insurances as required above by obtaining an Umbrella policy with a “form following” provision. Insurance coverage shall include premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Top Hat’s interests and liabilities. Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in the State of Minnesota.

B. The City shall always be named as an Additional Insured under the Commercial General Liability Policy, and Top Hat shall provide Certificate(s) of Insurance evidencing such coverage with 30-days’ notice of cancellation provision included. Top Hat shall provide the City with Certificate(s) of Insurance evidencing the required insurance coverage - with 30-day notice of cancellation, non-renewal, or material change provisions included - upon execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the Term. The City reserves the right to require Top Hat to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

C. The City shall not be liable to Top Hat for any injury or damage resulting from any defect in the construction or condition of the Licensed Property nor for any damage that may result from the negligence of any other person whatsoever.

D. To the fullest extent permitted by law, Top Hat shall defend, indemnify, and hold the City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Top Hat or that of its agents, employees, invitees or contractors, or of Top Hat's use or occupancy of the Licensed Property. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Top Hat, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Top Hat, or arise out of or relate to Top Hat's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by Top Hat. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against the City. On ten days' written notice from the City, Top Hat will appear and defend all lawsuits against the City growing out of such injuries or damages using counsel acceptable to the City. This section shall survive the termination of this Agreement for any reason. Top Hat shall not have the obligation to indemnify the City for the City's intentional, willful or wanton acts.

E. Top Hat shall indemnify the City for any damage to the Licensed Property or any of City's property caused by Top Hat, its employees, agents, volunteers, participants, users or invitees.

9. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Top Hat or Top Hat personnel as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. Top Hat and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Top Hat's employees or agents while so engaged, shall in no way be the responsibility of the City.

10. ASSIGNMENT. Top Hat shall not in any way assign or transfer its rights or interests under this Agreement or subcontract with any other party without the prior written consent of the City's Chief Administrative Officer.

11. LAWS, RULES AND REGULATIONS. Top Hat shall conduct its activities related to the Licensed Property in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Top Hat shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination. Top Hat agrees to procure, at its own expense, all licenses and permits necessary for carrying out its operations and its obligations under this Agreement.

12. RECORDS RETENTION. Top Hat shall maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

13. DATA PRACTICES. The City and Top Hat shall comply with the Minnesota Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data relating to this Agreement.

14. WAIVER. The waiver by the City or Top Hat of any breach of any term, covenant, or condition contained in this Agreement, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

15. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

16. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

17. NOTICES. Notices pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed as follows:

City of Duluth
Attn: Property and Facilities Manger
1532 W. Michigan Street
Duluth, MN 55806
(218) 730-4333

Top Hat Carriage Services LLC
51127 130th Street
Lyle, MN 55953
(507) 438-2164

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

18. COMPLIANCE WITH AGREEMENT. The rights of Top Hat to use the Licensed Property are subject to Top Hat's compliance with the undertakings, provisions, covenants, and conditions herein.

19. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

20. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

21. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

22. INCIDENT REPORTS. Top Hat shall promptly notify the City in writing of any incident of injury or loss or damage to the Licensed Property or to any Top Hat's employees, participants, or invitees occurring within the Licensed Property during its use of the Licensed Property. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached as Exhibit C.

23. TAXES AND FEES. Top Hat agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Top Hat's operations and use of the Licensed Property, including sales taxes, if applicable. It is further agreed that the City may (i) pay the same on behalf of Top Hat and immediately collect the same from Top Hat, or (ii) reduce any amount owed to Top Hat by the City pursuant to this Agreement in an amount equal to the payment made by the City on Top Hat's behalf. Top Hat shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date. Top Hat shall be responsible for all expenses not specifically mentioned in this Agreement related to its operations and use of the Licensed Property.

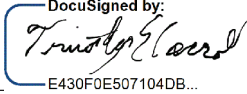
24. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

TOP HAT CARRIAGE SERVICES LLC

CITY OF DULUTH

By:  _____
E430F0E507104DB...

By: _____
Mayor

Printed Name: Tim Carroll

Attest: _____
City Clerk

Title: owner

Date Attested: _____

Countersigned:

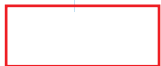
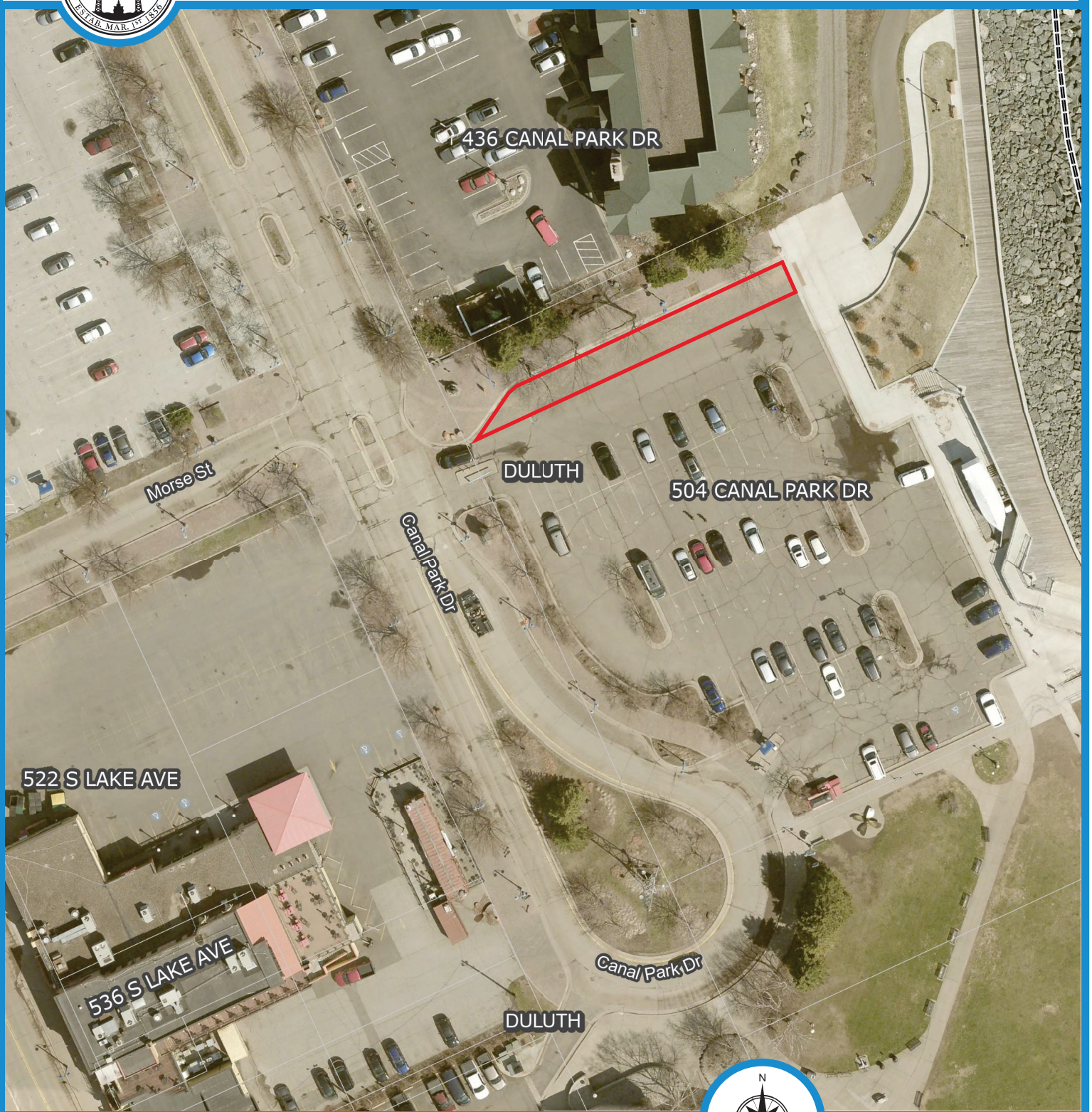
City Auditor

Approved as to form:

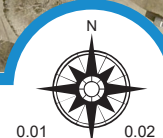
City Attorney



EXHIBIT A



Licensed Property



0 0.005 0.01 0.02 0.03
mi

County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

© Copyright St. Louis County Minnesota | All Rights Reserved Printed 4/29/2024 City of Duluth Contract #

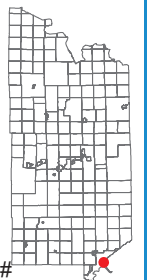


EXHIBIT B

PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. Describe the approximate cost to complete the project and the funding sources. Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space? How have you communicated the proposed project to them?

6. Does the project require any specific permitting? If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. Long-term maintenance. If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. Describe the envisioned timeline and duration of the installation. Dates, length of time, etc. from installation to removal.

9. Does the project have a designated point of contact to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected? a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

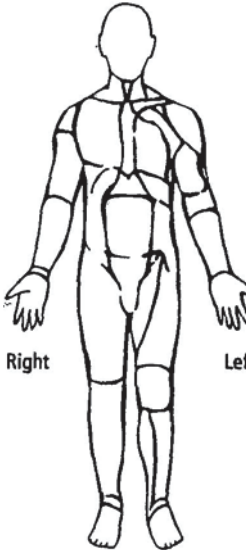
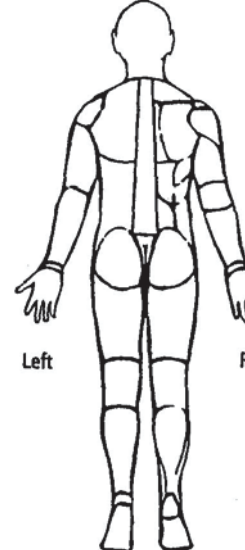
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	
Names and phone numbers of witnesses:		
Incident was a result of: <input type="checkbox"/> safety violation	<input type="checkbox"/> machine malfunction	<input type="checkbox"/> product defect
<input type="checkbox"/> motor vehicle accident	<input type="checkbox"/> N/A	
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
 Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____	Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No	Police Traffic Accident Report ICR #: _____

City vehicle, property, or equipment involved	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		

Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage: _____			

<p>Weather conditions:</p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>	<p>Roadway conditions:</p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>	<p>Light conditions:</p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>	<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
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The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

Policy Number: **WCMN000731503**

HOLDEN INSURANCE, INC.
823 BELKNAP STREET SUITE 121
SUPERIOR WI 54880

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

TOP HAT CARRIAGE SERVICE LLC
51127 130TH ST
LYLE MN 55953

