LICENSE AGREEMENT FOR USE

	This	License	Agreement	For	Use	(this	"Agree	ment")	is	made
on			May 23 , 201	9, by	and bet	ween t	he South	Bend	Redevelop	ment
Comn	nission,	governing	body of the Cit	y of S	South Ber	nd Dep	oartment o	f Rede	velopment	the:
"Com	mission	"), and An	thony Swisher	d/b/a	Share th	e Lov	e Ministri	es an	individual	(the
"Licer	isee") (e	each a "Part	y," and collectiv	ely, th	e "Parties	").	1			`

RECITALS

- A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), commonly known as 2401 West Western Avenue, South Bend, Indiana, Parcel Key Number 018-4096-357902, as further described on <u>Exhibit A</u> (the "Property").
- B. The Licensee desires temporary access to the Property during a free public event, Share The Love, occurring on June 1, 2019, during which the Licensee will have audio equipment and a power source at the Property (the "Event").
- C. The Commission is willing to permit the Licensee to gain access to and temporarily use the Property during the Event, subject to applicable laws and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

- 1. <u>License</u>. The Commission grants to the Licensee a temporary, non-exclusive license to enter and use the Property during the Event, provided that the Licensee's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws.
- 2. <u>Term and Termination</u>. The Licensee's license to use the Property shall be effective at 12:01 a.m. on May 31, 2019, and shall terminate at 12:00 p.m. on June 2, 2019 (the "Term").
- 3. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Licensee to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property, and the Licensee will have no right or authority to convey any leasehold or other interest in the Property to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Licensee to grant or lease any interest in the to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Licensee's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.
- 4. <u>Maintenance</u>. The Licensee will keep the Property in good order and condition during the Term, including, without limitation, clearing all debris from the Property.

- 5. <u>Security</u>. The Licensee understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Licensee's or its employees' or invitees' property or any bodily harm or injury that may result from the Licensee's or its employees' or invitees' use of the Property. The Licensee understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any property contained within the vehicles, on the Property in connection with the Licensee's or its employees' or invitees' use of the Property under the terms of this Agreement.
- 6. <u>Storage</u>. Other than the equipment required for the Event, the Licensee agrees that it will not store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. In addition, the Licensee will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.
- 7. Regulations; Other Permits. The Licensee understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Property. The Licensee understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Property in accordance with the terms of this Agreement.
- 8. <u>Restoration</u>. To the extent that any portion of the Property is disturbed or damaged in connection with the Licensee's use of the Property, the Licensee, at the Licensee's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.
- 9. <u>Indemnification</u>. The Licensee agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, successors, and assigns, from and against any liability, loss, costs, damages, or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the license granted herein by the Commission or the Licensee's use of the Property. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Licensee's use of the Property, the Licensee agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.
- 10. <u>Insurance</u>. The Licensee, at the Licensee's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance sufficiently covering the Event. To the extent that the Commission or the City is harmed as a result of the Event or Licensee's use of the Property, the Licensee hereby grants the Commission first priority on any proceeds received from the Licensee's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.
- 11. <u>Integration; Amendment</u>. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this

Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

- 12. <u>Waiver</u>. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 13. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.
- 14. <u>Counterparts</u>; <u>Signatures</u>. This Agreement may be separately executed in counterparts by the Commission and the Licensee, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.
- 15. <u>Authority</u>. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.
- 16. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this License Agreement For Use to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT COMMISSION	Share the Love Ministries
	SM
Marcia I. Jones, President	Anthony Swisher d/b/a Share the Love Ministries
ATTEST:	May 21, 2019 Dated
Ouentin Phillips, Secretary	

EXHIBIT A

Property Description:

Parcel ID

018-4096-357902

Address Legal Desc. 2401 W. Western Avenue, South Bend, IN 46619 101.5 X 444.1' Ex S Part of Singer Tract 3 and ROW Sec 10-37-2E 19/20 #ROW

558 2/28/2018 11/12 split to City of SB for street 6580WD 9-13-10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2019

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 have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER					CONTACT VERIELY https://gupport.vorifly.com/							
	Verifly Insurance Services				PHONE							
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	New York, NY 10014											
	https://support.verifly.com/				INSURER(S) AFFORDING COVERAGE NAIC							
111011	DED.				INSURER A: Markel Insurance Company 38970							
INSU	Anthony Swisher				INSURER B:							
	Share the Love Ministries				INSURER C:							
	anthony.sharethelove@outlook.com				INSURER D:							
	19031	INSURER E :										
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				NUMBER:				REVISION NUM				
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Anthony Swisher Share the Love Ministries					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
					AUTHORIZED REPRESENTATIVE							
						Farest Augustus Hughes						