

LICENSE AGREEMENT FOR TEMPORARY PARKING

This License Agreement For Temporary Parking (this “Agreement”) is made on May 23, 2019, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and La Casa De Amistad, Inc. an Indiana nonprofit corporation with its registered office at 764 South Meade Street, South Bend, Indiana 46619 (the “Company”) (each a “Party,” and collectively, the “Parties”).

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 Exhibit A (the “Property”).

B. The Company desires temporary access to the Property during a Best. Week. Ever. Event occurring on June 5, 2019 (the “Event”) for the purpose of parking vehicles of the Company’s employees, licensees, and invitees attending the Event operated by the Company (the “Company’s Building”).

C. The Commission is willing to permit the Company to gain access to and temporarily use the Property during the Event to provide parking spaces to the Company’s employees, licensees, and invitees, subject to 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. License. The Commission grants to the Company a temporary, non-exclusive license to enter and use up the paved parking spaces located on the Property (the “Parking Spaces”) for the parking of vehicles of the Company’s employees, licensees, and invitees attending the Company’s Event during the Event, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Company shall not have a license to park vehicles on the unpaved areas of the Property.

2. Term and Termination. The Company’s license to use the Parking Spaces shall be effective at 12:01 a.m. on June 5, 2019, and shall terminate at 12:00 p.m. on June 6, 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 Company 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 or the Parking Spaces, and the Company will have no right or authority to convey any leasehold or other interest in the Property or the Parking Spaces to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Company to grant or lease any interest in the Property or the Parking Spaces 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 Company'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. Maintenance. The Company will keep the Property in good order and condition during the Term, including, without limitation, clearing all debris from the Parking Spaces and any path of vehicular or pedestrian access to such Parking Spaces from the public rights-of-way abutting the Property.

5. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's or its employees', licensees', or invitees' property or any bodily harm or injury that may result from the Company's or its employees', licensees', or invitees' use of the Property. The Company 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 Company's or its employees', licensees', or invitees' use of the Parking Spaces under the terms of this Agreement.

6. Storage. The Company 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 Company 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 Company 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 Parking Spaces. The Company 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 Parking Spaces in accordance with the terms of this Agreement.

8. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, including disturbances or damage caused by the vehicles of the Company's employees, licensees, or invitees, the Company, at the Company'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. Indemnification. The Company 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 Company's use of the Property or the Parking Spaces. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. Insurance. The Company, at the Company's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance sufficiently covering the Company. . To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company'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. Integration; Amendment. 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. Waiver. 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. Severability. 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. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

15. Authority. 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. Governing Law. 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 Temporary Parking to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

La Casa De Amistad, Inc.,
an Indiana nonprofit corporation

Marcia I. Jones, President

Sam Centellas, Executive Director

ATTEST:

Dated

Quentin Phillips, Secretary

EXHIBIT A

Property Description:

Parcel ID	018-4096-357902
Address	2401 W. Western Avenue, South Bend, IN 46619
Legal Desc.	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