

**LICENSE AGREEMENT BETWEEN
THE CITY OF SOUTH BEND
AND SBI REGIONAL, INC.**

THIS AGREEMENT is made and executed between the Venues, Parks & Arts Department (“VPA”) of the City of South Bend, Indiana (the “City”), by and through its Board of Park Commissioners (“Board”), and SBI Regional, Inc., (“SBI Regional”) an Indiana not for profit organization, with its principal place of business located at 1914 Aspin Dr., Elkhart, Indiana 46514, (each a “Party,” and collectively the “Parties”).

WHEREAS, the City wishes to support programing for the youth population of the community; and

WHEREAS, SBI Regional exists for the purpose of bringing programming based around the development of youth and local talent; and

WHEREAS, the City is the owner of the property located at 3419 W. Washington St., South Bend, IN 46616, commonly known as the Charles Black Community Center (the “Facility”); and

WHEREAS, SBI Regional desires to use space at the Charles Black Community Center to conduct public workshops, a music education course, and provide music engineering services;

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

I. TERM OF AGREEMENT

This Agreement shall commence on November 1st, 2020 and continue until December 31, 2020 at which point this Agreement shall terminate.

II. CONSIDERATION AND CONTRIBUTIONS BY THE PARTIES

- (a) **Consideration:** During the term of this Agreement, VPA will allow SBI Regional to use the Facility, free of charge, to conduct a six-week music education course at a rate of \$100/participant. In consideration of VPA’s Facility use contribution, SBI Regional agrees to offer free drop-in public workshops as well as organize and provide music engineering services for the public.

The free public workshops will take place three days per week starting November 2nd through December 11th in 30-minute segments from 4:00 PM - 5:00 PM.

The six-week music education course shall take place 3 days per week starting November 2nd through December 11th in 2-hour segments from 5:00 PM – 7:00 PM and 7:00 PM – 9:00 PM.

SBI Music will manage the offering of music production services to the public by organizing, scheduling, marketing, conducting as well as providing engineers for general

studio sessions at a rate of \$25/hr. with a 2-hour minimum required. Sessions to be scheduled by appointment only.

(b) Additional Contribution from VPA:

1. VPA will assume responsibility to cover all one-time operational fees and procuring or providing acceptable substitutes for all necessary hardware as outlined in Exhibit A.
2. VPA will subsidize the remaining course fee of \$1,000/student in payments to SBI Regional to cover instructor fees, guest musician fees, and marketing expenses not to exceed a max of \$8,000.
3. VPA will use its marketing channels to co-promote workshops, course, and the availability of music production services.
4. VPA will provide full access to its music studio at the Facility and all of the equipment within it for use in the forementioned workshops, courses, and production services.
5. VPA grants the Provider a limited non-exclusive license to use VPA provided logo and information on all event promotional materials published or advertised by Provider to fulfill Provider's responsibilities under this Agreement. Provider use of VPA logo or information for any other purpose constitutes a material breach of this Agreement. In the event of a material breach, the City may immediately terminate this Agreement by notifying the Provider in writing. Provider shall not be entitled to any compensation or reimbursement of expenses as of the effective date of termination.

(c) Additional Contributions from SBI Regional:

1. SBI Regional will provide VPA with basic data on total number of program participants it has for the workshops, courses and production services.
2. SBI Regional will provide the instructors for the workshops and courses.
3. SBI Regional will provide the engineers for the offered production services.
4. SBI Regional will follow the provided syllabus of the course content that is to be taught as outlined in Exhibit B.
5. SBI Regional agrees to be responsible for participant registration.
6. SBI Regional agrees to provide marketing and all supplies needed for the workshops, course, and production services.
7. SBI Regional agrees to mention VPA as a presenting sponsor in part on any marketing materials that go out.
8. SBI Regional will provide VPA with proof of insurance.
9. SBI Regional will provide COVID safety protocols.

III. RESPONSIBILITIES OF VPA

- (a) VPA shall work together with SBI Regional to develop a schedule of dates and times for use of the Facility for the workshops, courses, and music production services.
- (b) VPA shall be responsible for the removal of trash and debris located in the trash receptacles and dumpster located at the Facility as customary and necessary.
- (c) VPA shall be responsible for the cost of electricity usage at the Facility, including lighting of the Facility parking lot during use of the Facility for the workshops, courses, and music production services.

- (d) VPA shall be responsible for the maintenance, upkeep and repairs of the Facility, not caused by SBI Regional's use of the Facility, in the sole discretion of VPA.
- (e) Entitled to receive 10% of fees from booked studio sessions
- (f) VPA shall retain ownership of all photos, videos and likenesses produced in preparation for and during workshops, courses, and music production services covered under this Agreement.

IV. RESPONSIBILITIES OF SBI REGIONAL

- (a) SBI Regional agrees to work together with VPA to develop a schedule of dates and times for use of the Facility for the purpose of the program.
- (b) shall provide staffing and supervision for the program.
- (c) shall handle registration of participants for the program.
- (d) shall provide all marketing and supply needs for the program.
- (e) Entitled to receive 100% of registration fees from six- week course.
- (f) Entitled to receive 90% of fees from booked studio sessions.
- (g) understands and agrees that the Facility is to be used only for the purpose of conducting the workshops, courses, and music production services and for no other purpose without the prior written consent of VPA.
- (h) shall be responsible for any special preparation of the Facility prior to scheduled uses of the Facility and shall restore and repair any damaged caused by SBI Regional, to the Facility following each use, normal wear and tear excepted.
- (i) agrees to obey all rules and regulations of the Facility as well as all applicable local, state and federal laws and regulations.

(V) ASSIGNMENT

SBI Regional may not assign the rights granted in this Agreement without first obtaining prior written consent from VPA.

(VI) INDEMNIFICATION

SBI Regional hereby agrees to defend, indemnify, and hold harmless the City, VPA, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the SBI Regional under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising solely out of the negligence of the City, VPA, its officials, directors, employees, and agents.

(VII) INSURANCE

SBI Regional shall at its sole cost and expense, obtain, maintain and submit to VPA, Certificates of Insurance in the following amounts:

- (a) Workers' Compensation Insurance that satisfies the minimum statutory limits; and
- (b) Commercial General Liability in an amount not less than (1) \$1,000,000 per occurrence; (2) \$100,000 for damage to rented premises; (3) \$5,000.00 for medical expense; (4) \$500,000 for personal and advertising injury; (5) \$1,000,000 products/completed operations; (6) \$1,000,000 auto liability; (7) \$2,000,000 general aggregate limit; and (8) \$5,000,000 excess/umbrella liability.

SBI Regional shall ensure that the City is listed as an additional named insured under their Commercial General liability policy and provide a Certificated of Insurance evidencing the same.

(VIII) ILLEGALITY

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby.

(IX) NON DISCRIMINATION

The City and VPA are committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, sexual orientation, national origin, sex, age or disability.

(X) ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

(XI) LAW GOVERNING AGREEMENT

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, Indiana.

(XII) COUNTERPARTS

This Agreement may be executed in counterparts which when taken together shall constitute one fully executed original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

SBI REGIONAL

Signature


Printed Name and Title

Street Address

P.O. Box

City, State Zip

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARKS COMMISSIONERS**




Mark Neal, President



Consuella Hopkins, Vice President



Aimee Buccellato, Member



Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk

FINANCIAL BUDGET

	Quantity	Amount	Total
Laptops	3	\$950	\$2,850
Fruity loops 20	2	\$200	\$400
Splice Software	1	\$10/mo	\$20
Condenser Microphone*	1	\$250	\$250
Instructors	3	\$3,000/person	\$9,000
Guest Musicians	6	\$250/ea	\$1,500
Marketing	-	\$1,500	\$1,500
		Grand Total	\$16,020

SBI MUSIC

SYLLABUS



PROGRAM MAIN GOALS

Participants will learn a number of techniques.

WRITING

- Song writing
- Song structure
- Rhyming
- Cadence
- Tempo
- Bars counting
- Transitions

SOFTWARE

- General understanding of available recording programs
- How to record vocals
- How to apply EQ, Compression, and Reverb effects

SONG COMPOSITION

- Structure songs for performance
- Creating individual performance tracks

PERFORMANCE

- Stage Presence
- Performance preparation
- Song promotion
- Performing with a live band.

HARDWARE SPECIFICATIONS



(4) Laptops needed

Apple MacBook Air (13-inch, 8GB RAM, 256GB SSD)

- 13.3-inch (diagonal) LED-backlit Retina display
- 1.1GHz dual-core 10th-generation Intel Core i3 processor with Turbo Boost up to 3.2GHz or 1.1GHz quad-core 10th-generation Intel Core i5 processor with Turbo Boost up to 3.8GHz
- Touch ID
- 256GB or 512GB SSD
- 2.8 pounds (1.29 kg)

Click [here](#) to see product on amazon.



Montly subscription needed

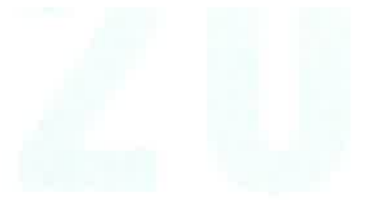
Apple MacBook Air (13-inch, 8GB RAM, 256GB SSD)

- Splice allows for easy search and download of millions of loops, one-shots, and presets.
- Exclusive artist packs
- \$10/mo for 100 credits that includes loops, one shots, samples.

Click [here](#) to see more about splice.



Condensor microphone



DAY 1

15 MIN ICEBREAKER

“MY TOP FIVE”

- This exercise is to slowly introduce students, and staff to one another
- We will be focusing only on the aspects of music writing theory for the weeks to follow.

WRITING INTRODUCTION

WHAT IS SONG WRITING?

- Subject matter
- Talking points
- Expression
- Details

RHYMING 101

Students will learn how to properly structure a rhyme and then sequence

CLASS LAB PROJECT

students will write a short story using a keyword (Depending on age group of class, students will be required to use school/English vocabulary words.)

SONG/VERSE CONSTRUCTION

- What's a verse?
- Verse construction

HOW TO CONSTRUCT A SONG

- Bar counting
- What's a hook/bridge

CLASS LAB

- Write verse
-

DAY 2

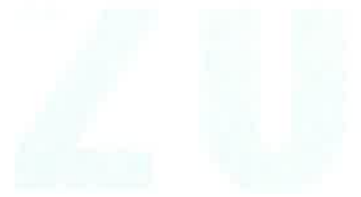
5-10MIN

15 MIN ICEBREAKER

RHYMING GAME

- Students will learn the rules of tempo, speech pronunciation, & rhythm, by following the metronome.

This will help with syncopation and song writing development



Students will also use vocabulary words in this exercise, advanced students will be given rhyming words

RHYMING

- Different rhyming techniques.
- Students will use given words (vocab words)
- Metaphors, Entendre, wordplay.

HOOKS/ BRIDGES

- Students will learn how to structure a song chorus and pre-chorus of a song
- Students will either create vocab words or be given words from icebreaker exercise.

DAY ONE REVIEW

- Song construction and rhyme review
- Work on verse.

DAY 3

15 MIN ICEBREAKER

WEEK 1 REVIEW

- Students will review week one writing material.
- Students will finish verse and hook constructions.

WEEK 2



DAY 1

15 MIN ICEBREAKER

RHYMING GAME LEVEL 2

- Students will be given a subject to form a rhyming sentence
- For school aged participants, this will be done with student's vocabulary words

WEEK ONE REFRESHER

- Students will review the song construction portion of the program, and will continue to work on song construction over course of the week.
- Participants will learn about the recording process
- Participants will do a recording exercise

This exercise will go until 1 hour left of session. Participants will continue working on song construction.

DAY 2

15 MIN ICEBREAKER

RECORDING VOCALS

- Participants will use the verses they created in week 1 to do recording exercises.

COMPLETE SONG CONSTRUCTION

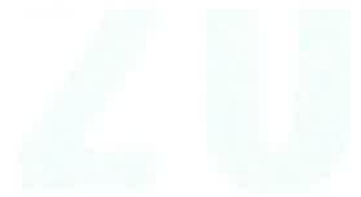
- Class will put a song together using song
-
-

DAY 3

15 MIN ICEBREAKER

VOCAL RECORDING

COMPLETE GROUP SONG CONSTRUCTION



DAY 1

15 MIN ICEBREAKER

PRODUCTION

- Show a video on production

DAW TUTORIAL

- Logic/FL Studio intro
- How to use DAW's
- Beat Composition101

BEAT CONSTRUCTION/GROUP COMPOSITION

- Participants will learn the art of sampling, use of plugins and VST's and sound kits
- Participants will learn tempo, verse and hook placement

DAY 2

“DESK CONTEST” (30 MINUTES)

- Students will construct a beat by playing on a desk, students at the end will judge on best beat.

BEAT CONSTRUCTION

- Participants will review last class material and will construct a beat.

SONG COMPOSITION

- Complete group song composition.

DAY 3

- Start individual song comp.

WEEK 4



DAY 1

INDIVIDUAL SONG COMP

SONG COMPOSTION

- Participants will create their own song in preperation for tiny desk recording.

DAY 2-3

COMPLETE SONG /EFX

- Finish individual songs
- Adding effects/Mix and Mastering

WEEK 5



DAY 1

TINY DESK PREP

TINY DESK EXPERIENCE

- Participants & staff will undergo preparations to display weeks work for family & friends in a end of Program showcase. Writers will team up with production participants to complete song composition project for writers and beat makers individual projects and group song.

DAY 2

INSTRUMENTS AND BEATS

- Participants will learn about live recording and instrumentation to help with end of program tiny desk concerts.
- Complete Song composition

DAY 3

- Complete song composition for tiny desk concert.
- Participants will learn performance techniques and stage presence.

WEEK 6



DAY 1

PROMOTION AND MARKETING

TECHNIQUES

- Participants will put together a show track for live performance
- rehearsal

DAY 2

REVIEW

- Tiny desk concerts preparations.

DAY 3

TINY DESK CONCERT