

AUTHORIZATION AND ACCESS AGREEMENT

This AUTHORIZATION AND ACCESS AGREEMENT (the “Agreement”) is made and entered into this 21st day of April 2025 (the “Effective Date”), by and between the City of South Bend, Indiana, a municipal corporation, by the City of South Bend Venues Parks & Arts, acting by and through its Board of Park Commissioners, (hereinafter, the “City”), and the Rum Village Neighborhood Association, Inc. (“Association”) (each a “Party” and collectively, “Parties”).

RECITALS:

WHEREAS, the Association wishes to build and install a Monument Sign (“Sign”) in Walker Field Park (“Park”) to improve upon the condition of the Park and neighborhood; and

WHEREAS, the City shares a common interest with the Association and wishes to create a more beautiful and inviting park and neighborhood environment; and

WHEREAS, the Association wishes to have access to the Park in order to install and maintain the Sign; and

WHEREAS, the City is the lawful owner of the Park and wishes to grant access to the Association to the Park for the sole purpose of installing and maintaining the Sign; and

NOW, THEREFORE, for and in consideration of mutual promises and undertakings set forth herein, the City and the Association agree as follows:

AGREEMENT:

1. **The Project.** The Association plans to purchase and install a Sign in the Park. The Association shall furnish all labor and materials needed to perform the installation (the “Project”). Any logo or design on the Sign must have the prior approval of the VPA Representative and must not collectively be in excess of 1 sq/ft. Any structure or signage installed by Association must otherwise be in compliance with the City of South Bend Zoning Ordinance. The Association agrees to take full responsibility for the future maintenance and upkeep of the Sign, which includes all tasks such as securing, repair and maintenance, replacement, and maintaining the entire condition of the Sign. The Association shall execute its responsibilities as to the Sign in a good, safe, and workman like manner, and in compliance with all applicable federal, state, and local laws, rules and permit conditions. The City shall remain responsible for mowing the grass in the public space around the new structure.
2. **Access.** In consideration of this Agreement and the Association’s performance of the Project, and as of the Effective Date of this Agreement, the City hereby grants the Association all necessary access to and from the Park, as the Association deems reasonably necessary to perform the work contemplated by the Project during the Term. It is

understood that the Association shall be responsible to call 811 for utility locations prior to the installation of the sign, secure any and all necessary permits, and notify the City prior to beginning the installation.

3. **Term**. The term of this Agreement shall commence on the Effective Date and shall remain in effect until otherwise terminated by either Party.
4. **Compliance with Laws**. This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Parties hereto agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference.
5. **Breach**. Failure to install and maintain the Sign in accordance with this Agreement will be considered a material breach. In the event of such breach, the City will notify the Association with one (1) written ("Warning"), setting forth remedial actions that need to be taken and giving the Association two weeks to perform the remedial actions. If the Association does not perform the remedial actions indicated in the Warning, the City reserves its right to remove the Sign from the Park in its entirety and return the Park to its original condition. The City further reserves its right, in the event of such breach, to pursue any and all remedies available at law or in equity.
6. **Relationship/Independent Contractor**. Both Parties, in the performance of this Agreement, shall act in their individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one Party shall not be deemed or construed to be the employee(s) or agent(s) of the other Party for any purpose whatsoever. Neither Party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or contractors of the other Party.
7. **Indemnification**. The Association shall indemnify, defend, and hold harmless the City and its respective agents, representatives, designees, and employees from and against any and all claims, losses, and damages for personal injury, property damage, or economic harm asserted by any third-party as a result of the work contemplated by the Project.
8. **Miscellaneous Provisions**.
 - a. *Time of the Essence*. The Parties agree that time is of the essence for this Agreement.
 - b. *Severability*. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be stricken and the remaining provisions of this Agreement shall remain unaffected as if the illegal or unenforceable provision never existed.

- c. *Force Majeure.* Neither Party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, or other events beyond the other's control.
- d. *Waiver of Rights.* Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- e. *Headings.* Headings in this Agreement are for reference only and shall not be considered binding terms of this Agreement.
- f. *Countersignature and Electronic Signature.* This Agreement may be signed in counterparts, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, which shall be binding upon each signing party to the same extent as an original executed version hereof.
- g. *Notice.* Any notice or communication between the City and the Association that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent prepaid, first-class United States Mail, addressed as follows:

CITY: City of South Bend
Attn: Venues Parks & Arts
1020 High St
South Bend, Indiana 46601
ATTN: John Martinez

ASSOCIATION: Rum Village Neighborhood Association, Inc.
2626 S. Indiana St
South Bend, IN 46614
Attn:

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Authorization and Access Agreement to be effective as of the Effective Date stated above.

RUM VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

x Patrick D. Shelton
Signature

By: [Signature]
Parks Board Commissioner

Rum Village Neighborhood Association, Inc.
Printed Name and Title

By: [Signature]
Parks Board Commissioner

Patrick Shelton

Street Address

By: [Signature]
Parks Board Commissioner

2626 Gertrude SB, IN

City, State Zip

Telephone Fax

By: [Signature]
Parks Board Commissioner

By: [Signature]
Clerk