

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

THIS LICENSE AGREEMENT (this "Agreement") is made on May __, 2015, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and Jr. Irish Soccer Club, Inc., an Indiana non-profit corporation with a registered office address of P.O. Box 1456, Granger, Indiana 46530 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the Commission owns certain real property located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting the event known as the Jr. Irish Memorial Day Invitational Tournament (the "Activity"), as described in the proposal attached hereto as Exhibit B (the "Activity Proposal"); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporary use of the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activity, provided that the Company's use of the Property is reasonable at all times and comports with the terms of the Activity Proposal.

2. The Company's license to use the Property for the Activity shall be effective from **6:00 a.m. to 7:00 p.m. on Saturday, May 23, 2015** and from **6:00 a.m. to 7:00 p.m. on Sunday, May 24, 2015**, provided, however, that the Commission or the Commission's authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property except during the time of the license stated in the foregoing sentence. Immediately upon the completion of the Activity, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity.

3. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activity. The Company shall not, without the prior written consent of the Commission, cause or permit,

knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

4. 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 the Activity conducted on the Property.

5. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property for the Activity, 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.

6. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from 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 approval granted herein by the Commission or any action related to the Activity. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with Activity, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

7. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance on the Property covering the Company and the Activity in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. 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.

8. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the date first written above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

By: _____
Brock Zeeb
Authorized Representative (pursuant to Resolution No. 3264)

RATIFIED ON _____, 2015;

By: _____
Marcia I. Jones, President
South Bend Redevelopment Commission

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

**JR. IRISH SOCCER CLUB, INC.,
an Indiana non-profit corporation**

By: _____
Michael Lacognato, Authorized Representative

EXHIBIT A

Description of Property

Lot 1 of Blackthorn Corporate Office Park Minor Subdivision #9. [Parcel Key No. 025-1018-062411]

EXHIBIT B

Event Proposal

From: Michael Lacognato [mailto:myty97@att.net]

Sent: Monday, May 18, 2015 10:50 AM

To: Brock Zeeb

Cc: Debrah Jennings

Subject: Re: 2015 Jr. Irish MDI Tournament

Brock and Debrah,

I hope all is well. Sorry for the delay in getting information to you. This is my first time that I have had to go through this process, so I had to call others to get involved.

Anyway, I have attached a variety of COI's that we have for the Club with the different groups we have partnered with in regards to the Jr. Irish Soccer Club. Please let me know if you need anything more specific. I hope that I can get it done before Friday.

I also wanted to provide you with a brief description of what we would like to utilize the grass area for this weekend.

The Jr. Irish Memorial Day Invitational (MDI) Tournament is gearing up for its 38th year this weekend at the Jr. Irish Soccer Complex on Nimitz Parkway in South Bend. The tournament draws in thousands of players, families and friends to watch and compete in one of the Midwest's best tournaments. The MDI has grown significantly over the years and recently has become a major draw for out of town and out of state teams. With the larger draw and number of people, our largest issue over the last four to five years has been parking. We currently have parking to satisfy our own Club numbers, but with the growth of our MDI, we need more space to use on this weekend. The past 4 - 5 years we have been able to work with the people at BlackThorn Golf Club to utilize a grassy area on the West side of Moreau Court - the street that runs North and South of the Jr. Irish Complex and is the main road to get into the Complex.

It is an area that is vital to our MDI and allows for us to use this as extra parking. We mow the grass in the area and also set up parking spots and rope off areas for exiting and entering.

We are asking to have the opportunity to please use this area again. It is a major piece of our parking and traffic flow puzzle and having this only helps us get people in and out smoothly.

We maintain the grassy area by mowing it and putting trash cans out there to reduce and refuse from patrons. We also keep it and Blackthorn utilizes it as extra parking for their Summer Gold Event. We also provide them with our parking lots to use as parking for this event.

If there is anything else you need from me, please let me know.

We look forward to utilizing this area and further developing our relationship with you and your staff.

Thank you,

Michael Lacognato

2015 MDI Tournament Director