

PARTNERSHIP MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed between the City of South Bend Venues Parks (VPA) and The Wesley Legacy Foundation, Inc., a non-profit organization ("Wesley Legacy Foundation"), organized under the laws of the State of Indiana and having its offices located at 25622 Den Trail, South Bend, IN 46628, and is effective as of September 1, 2025.

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

WHEREAS, Wesley Legacy Foundation exists for the purpose of providing opportunities for all to have opportunities for a better life; and

WHEREAS, the City is the owner of the property located at the O'Brien Center 321 East Walter Street, South Bend, IN 46614 ("the Facility"); and

WHEREAS, Wesley Legacy Foundations desire to use space at the O'Brien Center to conduct business and be able to meet with both businesses and community members who are like minded, and

NOW, THEREFORE, VPA and Wesley Legacy Foundation do hereby mutually agree as follows:

(I) TERM OF AGREEMENT

This Agreement shall commence on September 1, 2025 and continue until August 31, 2027. The parties agree to mutual evaluate this Agreement sixty (60) days prior to the end date. This Agreement may only be renewed by mutual consent.

(II) CONSIDERATION AND CONTRIBUTIONS BY THE PARTIES

- (a) Consideration: In exchange for payment of Twelve Thousand and 00/100 Dollars (\$12,000.00) per year, payable to VPA on or before September 1st of each year of this Agreement, and during the term of this Agreement, VPA will allow Wesley Legacy Foundation to use the Facility consistent with the terms set forth herein.
1. Office space as set forth herein this Agreement. Specifically, offices number 201, 202, 203, and 204 plus access to the conference room and reception area nearest to the entrance to the Facility shall be made available.
 2. Wesley Legacy Foundation will receive keys to the office space, which will need to be returned to VPA if they choose to terminate the Agreement. VPA will hold a master key to the office space.
 3. Wesley Legacy Foundation shall coordinate with VPA staff should it need access to the Facility outside normal business hours. VPA shall use reasonable efforts to permit such access.
 4. Wesley Legacy Foundation may have access to the to gymnasium space upon availability which shall be coordinated through VPA staff.
 5. Wesley Legacy Foundation agrees to mention VPA as a sponsor in part on any marketing materials which it creates, including representation on its website.

6. To utilize the Facility, office space and conference room in a manner consistent with the rules of the Facility as established by the City of South Bend and the YMCA.

(III) RESPONSIBILITIES OF VPA

- (a) VPA shall work together with Wesley Legacy Foundation to develop a schedule for interactive events that raise awareness of the Foundation and the opportunities that VPA offers.
- (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 utility usage at the Facility.
- (d) VPA shall be responsible for the maintenance, upkeep and repairs of the Facility, not caused by Wesley Legacy Foundation's use of the Facility, as determined in the sole discretion of VPA.
- (e) VPA shall provide general security and oversight over the Facility, including the space utilized by the Wesley Legacy Foundation.

(V) RESPONSIBILITIES OF WESLEY LEGACY FOUNDATION

- (a) Wesley Legacy Foundation agrees to work together with VPA to share their schedule of use of the office space.
- (b) Wesley Legacy Foundation shall provide staffing for this space.
- (c) Wesley Legacy Foundation understands and agrees that the Facility is to be used only for the purpose of conducting business and for no other purpose without the prior written consent of VPA.
- (d) Wesley Legacy Foundation agrees to obey all rules and regulations of the Facility as well as all applicable local, state and federal laws and regulations.

(V) ASSIGNMENT

Wesley Legacy Foundation may not assign the rights granted in this Agreement without first obtaining prior written consent from VPA.

(VI) INDEMNIFICATION

Wesley Legacy Foundation 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 Wesley Legacy Foundation, or its employees, agents, and invitees 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

Wesley Legacy Foundation shall at its sole cost and expense, obtain, maintain and submit to VPA, Certificates of Insurance in the following amounts, naming the City as an additional named insured:

Workers' Compensation Insurance that satisfies the minimum statutory limits; and

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.

Wesley Legacy Foundation shall ensure that the Certificates of Insurance contain provisions that the policies and coverages afforded thereunder will not be canceled until at least 30 days after written notice is provided to the City.

(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, and in lieu of any provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(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. Creative agrees to comply with and to act consistently with this policy in the performance of Creative's duties under this Agreement.

(X) ENTIRE AGREEMENT; AMENDMENT

This document contains all of the agreements 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 mutual agreement of the 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.

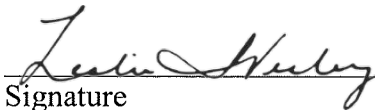
(XIII) TERMINATION

This Agreement may be terminated, in whole or in part by either party with written notice at least thirty (30) days prior to termination effective date. If this agreement is terminated or broken by the City they will reimburse the Wesley legacy Foundation for unused rent fees.

(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.

THE WESLEY LEGACY FOUNDATION


Signature

Leslie Wesley, Vice President

Printed Name and Title

424 S. Michigan St. #1502

Street Address

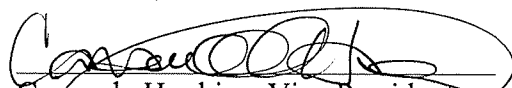
P.O. Box

South Bend, IN 46634

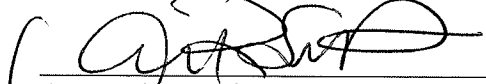
City, State Zip

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


Mark Neal, President


Consuela Hopkins, Vice President


Sam Centellas, Member


Anastasia Smith-Davis, Clerk