

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

This License Agreement (this "Agreement") is made on March __, 2016 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and AIDS Ministries/AIDS Assist of North Indiana, Inc., an Indiana non-profit corporation with a registered office address of 201 S. William St., South Bend, Indiana 46634 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the Commission owns certain real property and improvements 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 (the "Property"); and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting the two events known as the "AIDS Ministries/AIDS Assist Rooftop Rendezvous" (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 temporarily use 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 top level of 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, the terms of this Agreement, and all applicable laws.

2. The Company's license to use the top level of the Property for the Activity shall be effective from **1:00 p.m. to 10:30 p.m. on Friday, June 17, 2016** (the "First Event"), and from **1:00 p.m. to 10:30 p.m. on Friday, August 12, 2016** (the "Second Event"), 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 or otherwise use the Property for any purposes except during the times of the First Event and the Second Event stated in the foregoing sentence. Immediately upon the completion of the First Event and the Second Event, respectively, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activity, the Company will keep the Property in good order and condition.

3. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of any property the Company uses or stores on the Property.

4. 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.

5. 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.

6. 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.

7. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Property in accordance with the Activity Proposal and the other terms of this Agreement.

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

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance 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.

11. 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.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

By: 
Debrah Jennings
Authorized Representative (pursuant to Resolution No. 3264)

RATIFIED ON _____, 20__:

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

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

**AIDS MINISTRIES/AIDS ASSIST OF NORTH INDIANA, INC.,
an Indiana non-profit corporation**

By: 
Leeah Hopper, Executive Program Director

4000.0000013 59021491.001

EXHIBIT A

Description of Property

Wayne Street Parking Garage located at 121 Wayne Street, South Bend, Indiana. [Parcel Key No. 18-3003-0058]

EXHIBIT B

Activity Proposal

[See attached.]



March 1, 2016

Ms. Deborah Jennings
Community & Economic Development
1200 County-City Building
South Bend, IN 46601-1830

Dear Ms. Jennings,

On behalf of AIDS Ministries/AIDS Assist, I am submitting our annual request for permission from the Redevelopment Commission of South Bend to hold the Rooftop Rendezvous event on the roof of the Wayne Street/ Joseph Street Parking Garage during the summer of 2016. The date(s) we are requesting are:

Friday, June 17
Friday, August 12

We have discussed the need for using the parking spaces provided to School City with people at the South Bend Community School Corporation and they are willing to work with us on this particular Friday. We have also talked with DTSB Parking about alternative parking for School City employees on the selected dates. They are also willing to work with us.

The money raised from these events assists in providing food, housing, medical equipment and care coordination for the Michiana HIV/AIDS Community. We now are serving over 400 *infected* individuals and over 1,600 *affected* individuals.

As in the past, we will continue to provide private security to patrol the garage as well as maintain crowd control on the roof. We also have assistance from the South Bend Parks Department in cleaning up after each event and have always been able to leave the garage clean after we use it. We will continue to dialogue with the South Bend Community School Corporation administration office and DTSB Parking so that each of us is aware of what the expectations are for these events.

Rooftop Rendezvous is an excellent way to generate public interest in HIV/AIDS, a necessary motivation in our education efforts. At AIDS Ministries/AIDS Assist we rely on the financial and emotional support of the community in order to meet the growing demand for HIV/AIDS services in our area. I hope you will be able to accommodate us and grant us the opportunity to continue these events.

Sincerely,

Leah Hopper

Executive Program Director

Cc: DTSB

Mike Szymanski, South Bend Community School Corporation

www.aidsministries.org

■
Mailing Address
P.O. Box 11582
South Bend, IN 46634
Phone: 800-388-AIDS

■
South Bend Office
201 S. William Street
South Bend, IN 46601
Phone: 574-234-2870
Fax: 574-232-2872

■
Elkhart Office
616 S. Main Street
Elkhart, IN 46516
Phone: 574-293-9743
Fax: 574-294-8673



United Way
Helps Here



Indiana State
Department of Health

HIV Care Coordination is a program
of the Indiana State Department of Health



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Sincerely,

A handwritten signature in black ink that reads "Leah Hopper".

Leah Hopper

Executive Program Director

Cc: DTSB
Mike Szymanski, South Bend Community School Corporation

L. Hopper @ aidsministries.org

www.aidsministries.org

Mailing Address

P.O. Box 11582
South Bend, IN 46634
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616 S. Main Street
Elkhart, IN 46516
Phone: 574-293-9743
Fax: 574-294-8673



HIV Care Coordination is a program
of the Indiana State Department of Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gibson Insurance Agency, Inc. 130 S Main St, Ste 400 PO Box 11177 South Bend IN 46601-0177	CONTACT NAME: zzBusiness Group	
	PHONE (A/C No, Ext): (800) 814-2122 FAX (A/C No): (800) 836-2122 E-MAIL ADDRESS:	
INSURED AIDS Ministries/AIDS Assist of North Indiana Inc 201s William ST South Bend IN 46601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Ins Co	35378
	INSURER B: Cincinnati Ins Co	10677
	INSURER C: Cincinnati Ind Co	23280
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1632516177 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0014799	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EPP0014799	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0014799	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0231554	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			SM905732	2/18/2016	2/18/2017	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of South Bend Attn: Deborah Jennings 1200 County City Bldg South Bend, IN 46601-1830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE G Ins Agency/DEBL <i>Gibson Insurance Agency, Inc.</i>

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REDEVELOPMENT COMMISSION
 Redevelopment Commission Claims March 24, 2015 for approval

324 RIVER WEST DEVELOPMENT AREA

Hull & Associates
 Weaver Boos Consultants
 RealAmerica Construction LLC
 South Bend Tribune
 R.E. Pitts & Associates, Inc.
 Appraisal Service, Inc.
 St. Joe Valley Metronet, Inc.
 Lawson-Fisher Associates

Claims
 submitted

Explanation of Project

Items added
 after Agenda
 Distributed

2,935.34 Extended General Consulting
 Ivy Tower
 LaSalle Apartments
 Equipment Purchase for the Advanced Centers for Cancer Care
 Hamilton Towing Appraisal
 Hamilton Towing Appraisal
 9,762.00 Manufacturing Technology, Inc.
 4,256.78 Consulting work; remediation at Ignition Park

422 FUND WEST WASHINGTON DEVELOPMENT TIF

Troyer Group Inc.

City Cemetery Master Plan

429 FUND RIVER EAST DEVELOPMENT AREA

VS Engineering
 Sandra J. Case

Safe Routes to School - Perley
 Replacement Housing Payment - 3814 S. Michigan

11,176.00 -
 50,867.97 -

430 FUND SOUTH SIDE TIF AREA #1

Mordechai Aharon
 DLZ

765.00 Purchase of right-of-way Ireland Rd
 Ireland RW Acquisition

\$ 17,719.12

62,043.97

Total Of Both Columns

79,763.09

APPROVED
SOUTH BEND
REDEVELOPMENT COMMISSION
 _____ Pres/V-Pres
 ATTEST: _____ Secretary/V-Pres
 DATE: 3/24/16