

LICENSE AGREEMENT FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY

This License Agreement (this "Agreement") is made on May __, 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 The Frantz L. Dantzler Friends for Life Fund, Inc., an Indiana non-profit corporation with its registered address at 51270 Lilac Rd., South Bend, Indiana 46628 (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 a rooftop charity event (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 5:00 p.m. to midnight on Friday, July 29, 2016, 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 time 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. 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 all persons attending the Activity and any property the Company uses or stores on the Property during the Activity.

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 acknowledges that this Agreement affords the Company only access to and permission to use the Property. The Company understands and agrees that it will secure in its own name and at its own expense all other 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.

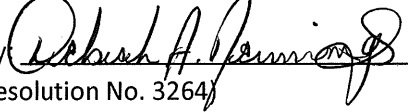
9. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a 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 stated above.

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

THE FRANTZ L. DANTZLER FRIEND FOR LIFE FUND, INC., an Indiana non-profit corporation

By:  Gayle Dantzler, President

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EXHIBIT A

Description of Property

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

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EXHIBIT B

Activity Proposal

From: Gayle Dantzler [mailto:lilacroad@comcast.net] Sent: Monday, April 18, 2016 6:26 PM To: 'djenning@southbendin.gov' Subject: Frantz Fund plans for rooftop event

To: Debrah Jennings Community Investment City of South Bend

Dear Debrah,

I'm Gayle Dantzler, president of the Frantz L. Dantzler Friends for Life Fund, a charity in the South Bend community that has for 10 years covered the cost of spay-neuter and inoculations for the dogs and cats of very low-income residents.

We have been a 501(c)3 charity since 2007. From then until now, we have provided approximately 6,000 services to area residents, most of them in South Bend. Each year since 2008, the Frantz Fund has hosted an annual dinner – our primary fundraising event, with a silent auction and an entertainer or speaker. Our dinner speakers have included Mayor Buttigieg, Andrew Berlin, former South Bend Mayor and Indiana Gov. Joe Kernan and retired Coach Digger Phelps. This year our board has agreed that we would like to try something different: Invite the community to a rooftop party at the city parking garage. I understand that your responsibilities include ensuring that all the arrangements are properly made to ensure the safety and well-being of the community.

We would like to hold the event on July 29. We are able to secure the Whistle Pigs band for that evening. The doors would open at 7 and the band would play from 8-11 p.m. We would have a caterer (company yet to be determined) who would provide a licensed bartender, food and drink. There would be soft drinks, a cash bar and food for sale. (I understand that's how AIDS Ministries handles refreshments for its rooftop parties.)

As for security, per the advice of others who've hosted this type of event, we plan to hire off-duty South Bend Police officers. Do you have a recommendation as to whether we would need two or three officers? We expect to have 250-400 guests – hard to anticipate a precise number at this point, but we are researching what the turnout is for similar events.

We also will have liability insurance for the event and are in the process of investigating that.

Obviously we're still making plans -- we will have specifics on some of these items in the near future. It would be helpful if you could let me know what other questions you have and assurances you need.

Thanks, Debrah. We're a small charity but we do a pretty big job. Our board each year undertakes the challenge of raising more than \$30,000 to ensure that pets in the South Bend community will be healthier and happier. While we do it for the pets, we also do it for the well-being of the community in general -- the hometown of most of our board members.

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For your information, I am attaching a list, with contact info, of our board of directors, a copy of our 501(c)3 granting letter, and a recommendation letter supplied to us last year by Matt Harmon, manager of South Bend Animal Care and Control.

I look forward to hearing from you!

Thanks again, Gayle Dantzler, President The Frantz L. Dantzler Friends for Life Fund Inc.



Frantz L. Dantzler
Friends For Life Fund, Inc.

P.O. Box 171, Notre Dame, IN 46556 • 574-272-1133 • frantzfund@comcast.net • www.frantzfund.com

May 27, 2016

Debrah Jennings, Economic Resources Associate
Department of Community Investment
227 W. Jefferson Blvd., Suite 1400 S
South Bend, IN 46601

Dear Debrah:

The Frantz Fund recently has obtained insurance for the rooftop event we are planning at the downtown parking garage for Friday, July 29.

I am enclosing the signed contract (which includes my original letter to you), that we received earlier this month from Ben Dougherty, Assistant City Attorney, plus a copy of the certificate of insurance obtained this week. Please note that the insurance coverage has been obtained by our board member, Linda Candler, and is a rider on the policy that covers her business, Linda's Camp K9. It does specifically indemnify the City of South Bend.

Will you please share this information with Mr. Dougherty and advise us on what steps we need to take next to receive approval to proceed with our plans?

Thank you for your help in this matter.

Sincerely,

Gayle Dantzler
President