

Joe Plankis, President
Jon Dartt, Vice President
Brian Tomamichel, Secretary
Larry Kemper
Brian Pawlowski



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting
MEETING DATE: Monday, December 16, 2024 at 6:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF REDEVELOPMENT COMMISSION

CALL TO ORDER

- a. Declaration of quorum and opening of meeting
- b. Pledge of Allegiance

APPROVAL OF MINUTES

Document: Minutes from November 18, 2024

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from November 18, 2024

FINANCIAL MATTERS

a. Clerk Treasurer's Reports

Documents: Clerk Treasurer's Monthly (November) Report, Clerk Treasurer's (November) Interest Income

b. Approval of Claims

Document: Claims for December 16, 2024

c. Ratification of Grand Park Agreements

Documents: Grand Park Agreements

EXECUTIVE DIRECTOR REPORT

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - 2025 RDC Schedule of Meetings

Document: 2025 RDC Schedule of Meetings

b. Action Item #2 - GANGGANG Agreement of Services

Document: GANGGANG Agreement for Services

c. Action Item #3 - 2025 Wallack Somers & Haas Engagement Letter

Document: Wallack Somers & Haas Engagement Letter

d. Action Item #4 - 2025 Bondry Consulting Engagement Letter

Document: Bondry Consulting Engagement Letter

e. Action Item #5 - Speck Dempsey Contract Addendum

Document: Speck Dempsey Contract Addendum

OTHER BUSINESS

a. Next Regular Meeting: Tuesday, January 21st, 2025, 6:00 PM

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 11/18/2024
Monday, November 18, 2024 at 6:00 PM

CALL TO ORDER

Attendance:

President: Joe Plankis - Present
Vice President: Jon Dartt - Absent
Secretary: Brian Tomamichel - Absent
Commissioner: Larry Kemper - Present
Commissioner: Brian Pawlowski - Present
Executive Director: Jenell Fairman - Present
Office Administrator: David Brock - Present
Clerk Treasurer: Marla Ailor - Present
Grand Park Director: Matt Trnien - Present
Legal Counsel: Ryan Wilmering - Present
Legal Counsel: Haley Soshnick - Present
Municipal Advisor: Oscar Gutierrez - Present
Municipal Advisor: Alex Stanley - Virtual

a. Declaration of quorum and opening of meeting

President Plankis noted the presence of a quorum and called the meeting to order at 6:00 PM

b. Pledge of Allegiance

The Pledge of Allegiance was recited.

APPROVAL OF MINUTES

Document: Minutes from October 21, 2024

October 21, 2024, minutes were presented.

Motion to Approve: Brian Pawlowski

Seconded: Joe Plankis

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from October 21, 2024

October 21, 2024, Executive Session Memorandum was presented.

Motion to Approve: Brian Pawlowski

Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

FINANCIAL MATTERS

a. Clerk Treasurer's Reports

Documents: Clerk Treasurer's Monthly (September) Report, Clerk Treasurer's (September) Interest Income, Clerk Treasurer's Monthly (October) Report, Clerk Treasurer's (October) Interest Income

Clerk Treasurer Marla Ailor presented the Monthly and Interest Income reports for both September and October.

b. Approval of Claims

Documents: Claims for November 18, 2024

Motion to Approve: Larry Kemper

Seconded: Brian Pawlowski

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

c. Ratification of Grand Park Agreements

Documents Available Upon Request: Grand Park Agreements

Matt Tmian, Director of Grand Park Sports Campus presented the agreements for ratification.

Motion to Approve: Brian Pawlowski

Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman presented updates on construction and redevelopment plans in the downtown Westfield area.

Director Fairman also presented updates on the comprehensive plan and progress made on the Grand Park Master Plan.

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - 2025 RDC Spending Plan Approval

Documents: 2025 Spending Plan

Oscar Gutierrez, Founder and Principal of Bondry Management Consulting, and Alex Stanley, Vice President of Bondry Management Consulting presented the RDC Spending Plan for approval.

Motion to Approve: Brian Pawlowski

Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

b. Action Item #2 - Presentation to Overlapping Taxing Units

Document: Overlapping Taxing Units Report

Oscar Gutierrez, Founder and Principal of Bondry Management Consulting, and Alex Stanley, Vice President of Bondry Management Consulting presented the report for overlapping taxing units.

Motion to Approve: Brian Pawlowski

Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper

No: None

Abstain: None

c. Public Hearing on the Adoption of Declaratory Resolution for Southpark EDA

Public Hearing Open: 6:33 PM

Public Hearing Closed: 6:34 PM

d. Action Item #3 - Resolution 38-2024 re: Confirmatory Resolution - Southpark EDA

Document: Resolution 38-2024

Executive Director Jenell Fairman presented an overview of the resolution creating a new allocation area. This is the 4th and final step in the process of approving a new allocation area that matches the economic revitalization area (ERA) previously passed by the RDC, APC and City Council.

Motion to Approve: Larry Kemper

Seconded: Brian Pawlowski

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper
No: None
Abstain: None

e. Public Hearing on the Adoption of Declaratory Resolution for Aurora EDA

Public Hearing Open: 6:35 PM
Public Hearing Closed: 6:36 PM

f. Action Item #4 - Resolution 39-2024 re: Confirmatory Resolution - Aurora EDA

Document: Resolution 39-2024

Executive Director Jenell Fairman presented an overview of the resolution creating a new allocation area. This is the 4th and final step in the process of approving a new allocation area that matches the economic revitalization area (ERA) previously passed by the RDC, APC and City Council.

Motion to Approve: Brian Pawlowski
Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper
No: None
Abstain: None

g. Action Item #5 - Resolution 40-2024 re: Town Run Project Agreement

Document: Resolution 40-2024

Executive Director Jenell Fairman presented an overview of the resolution to authorize the execution of a project agreement with LOR Development Group, LLC for the Towne Run development.

Motion of Approve: Larry Kemper
Seconded: Brian Pawlowski

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper
No: None
Abstain: None

OTHER BUSINESS

a. Next Regular Meeting: Monday, December 16th, 2024, 6:00 PM

ADJOURNMENT

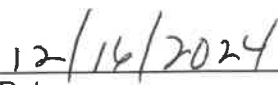
The Commission adjourned the meeting at 6:38 PM

Motion to Adjourn: Brian Pawlowski
Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Larry Kemper
No: None
Abstain: None



Joe Plankis, RDC President



Date



Executive Session Memorandum
City of Westfield Redevelopment Commission
November 18, 2024

MEMBERS PRESENT: Joe Plankis, Larry Kemper, Brian Pawlowski

ALSO PRESENT: Ryan Wilmering representing Wallack Somers & Haas, P.C. (City of Westfield Redevelopment Commission legal counsel)

The Executive Session was called to order at 5:32 PM at Westfield City Hall pursuant to IC 5-14-1.5-6.1 (b)(2)(D) and with respect to that subject matter only.

No other subject matter was discussed.

The meeting adjourned at 5:56 PM.



Joe Plankis, RDC President



Larry Kemper, Commissioner

WESTFIELD REDEVELOPMENT COMMIS

Summary of Fund Cash & Investment Balances-Novemb

Fund No.-Name	Description	November Beginning Balance	Claims Approved & Applied
244-RDC Capital Fund		\$ 285,562.59	
	RQAW		\$ (1,607.00)
	Hunden Strategic Partners		\$ (44,413.48)
	Speck Dempsey LLC		\$ (50,000.00)
	Barnes & Thornburg LLP		\$ (7,687.50)
	Wallack Somers & Haas		\$ (31,995.00)
	Ratio Architects		\$ (2,000.00)
	Huntington Bank-Admin Fee		\$ (400.00)
	Totals	\$ 285,562.59	\$ (138,102.98)
301-Eastside	Totals	\$ 478,679.64	
302-Aurora		\$ 61,958.75	\$ -
303-Lantern Commons		\$ -	\$ -
304-Southside		\$ -	\$ -
305-Grand Juntion		\$ 703,960.74	
306-Osborne Trails		\$ 260,275.65	\$ -
309-Eagletown		\$ 301,534.83	\$ -
310-SEP		\$ 152,539.30	
311-Spring Mill Centre		\$ -	
316-Mainstreet		\$ 345,233.56	
317-146th Street		\$ 274,235.85	
318-Gigabit		\$ -	\$ -
319-Spring Mill Station		\$ 1,070,607.84	\$ -

324-Eagletown DSR		\$ -	\$ -
327-Union Square		\$ 17,567.64	
328-Wheeler Landing		\$ 2,466.71	\$ -
Sutotal of TIF-Cash			
Total Cash & Investment		\$ 3,954,623.10	\$ (138,102.98)

SION

er 2024

Investment	November Ending Balances
\$ -	\$ 147,459.61
	\$ 478,679.64
\$ 500,000.00	\$ 561,958.75
\$ -	\$ -
\$ -	\$ -
\$ -	\$ 703,960.74
\$ -	\$ 260,275.65
\$ -	\$ 301,534.83
\$ -	\$ 152,539.30
\$ -	\$ -
\$ -	\$ 345,233.56
\$ 3,000,000.00	\$ 3,274,235.85
\$ -	\$ -
\$ 1,600,000.00	\$ 2,670,607.84

\$ 354,117.50	\$ 354,117.50
\$ -	\$ 17,567.64
\$ -	\$ 2,466.71
	\$ 9,123,178.01
\$ 5,454,117.50	\$ 9,270,637.62

2023 Applied & Reninvested Interest Income					
Fund No.-Name		January	February	March	April
301-Eastside	\$ 9,705.20	\$ 1,690.70	\$ 1,693.92	\$ 1,815.98	\$ 1,811.73
302-Aurora	\$ 3,365.96	\$ 2,113.38	\$ 2,117.40	\$ 2,269.98	\$ 2,264.65
303-Lantern Commons					
304-Southside					
305-Grand Juntion	\$ 35,510.93	\$ 4,226.76	\$ 4,234.82	\$ 4,539.96	\$ 4,529.32
306-Osborne Trails					
309-Eagletown	\$ 33,042.55	\$ 1,268.02	\$ 1,270.44	\$ 1,361.98	\$ 1,358.79
310-SEP					
311-Spring Mill Centre					
316-Mainstreet	\$ 19,354.30	\$ 1,690.70	\$ 1,693.92	\$ 1,815.98	
317-146th Street	\$ 28,049.71	\$ 12,680.27	\$ 12,704.41	\$ 13,619.86	\$ 13,587.94
318-Gigabit					
319-Spring Mill Station	\$ 16,829.82	\$ 8,453.53	\$ 8,469.60	\$ 9,079.92	\$ 9,058.63
324-Eagletown DSR					
327-Union Square					
328-Wheeler Landing					
Total Interest from TIF Investments					

2024 Interest Income

May	June	July	August	September	October	Novmeber
\$ 2,364.67	\$ 2,266.63	\$ 2,350.09	\$ 2,353.50	\$ 2,218.72	\$ 2,192.22	\$ 2,052.92
\$ 14,188.40	\$ 13,599.80	\$ 14,100.55	\$ 14,120.96	\$ 13,312.33	\$ 13,153.30	\$ 12,317.49
\$ 7,566.95	\$ 7,253.23	\$ 7,520.30	\$ 7,531.18	\$ 7,099.90	\$ 7,015.10	\$ 6,569.33
				\$ 663.55	\$ 1,443.65	\$ 1,351.95

		Life-to-Date Interest
December	Y-T-D Total	
	\$ 7,012.33	\$ 16,717.53
	\$ 24,564.16	\$ 27,930.12
	\$ 17,530.86	\$ 53,041.79
	\$ 5,259.23	\$ 38,301.78
	\$ 5,200.60	\$ 24,554.90
	\$ 147,385.31	\$ 175,435.02
	\$ 85,617.67	\$ 102,447.49
	\$ 3,459.15	\$ 3,459.15
	\$ 296,029.31	\$ 441,887.78

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with ICS-11-10-1.6.

December 16, 2024

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$201,312.48 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 16 day of December, 2024

Brian Tomamichel

Jon Dartt

Joe Plankis

Brian Pawlowski

Larry Kemper

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

Purchase Invoice Register

City of Westfield

Report Date Range: 11/14/24..12/10/24

12/10/2024 11:53 AM

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WESTFIELDIDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Signage design	1,845.00		
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Parking policy	1,848.75		
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Union Square	1,125.00		
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Jersey St	2,527.50		
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Gr Millennium	3,311.25		
VEN011870	LVR International	APP123163	12/10/2024	244018349	REDEVELOP DISTRICT	Park and Poplar	615.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	24 RDC budget	25,500.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	GRJN tax impact stmt	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	Towne Run tax impact stmt	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	Wheeler tax impact stmt	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	Park and Poplar feasibility	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123164	12/10/2024	244018349	REDEVELOP DISTRICT	Aurora tax impact stmt	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123165	12/10/2024	244018349	REDEVELOP DISTRICT	Woodwind	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123165	12/10/2024	244018349	REDEVELOP DISTRICT	Gr Millennium	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP123165	12/10/2024	244018349	REDEVELOP DISTRICT	24 TIF Annual Rept	5,000.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Oct to Dec Retainer	3,000.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Action Or	50.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Ambrose	200.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	BW Jersey	500.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	General	1,631.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Nov services	100.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	General	3,024.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Woodwind	4,129.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Gr Millen	50.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Gr Park	1,881.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Gr Univ	3,850.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Hamm Cross	150.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Jaffe	100.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Lantern	50.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Mill St	100.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT		600.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 11/14/24..12/10/24

12/10/2024 11:53 AM

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WESTFIELDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	GL Acct.	GL Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Park St	1,991.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Physio Lo	500.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Towne Run	1,085.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Union	150.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Wheeler	50.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Woods Ro	100.00		
VEN011751	Wallack Somers and Haas PC	APP123166	12/10/2024	244018330	REDEVELOP DISTRICT	Woodwind	700.00		
VEN011785	Speck Dempsey LLC	APP123168	12/5/2024	244018349	REDEVELOP DISTRICT	GP Master Planning 6 of 7	50,000.00		
VEN000919	Hunden Strategic Partners	APP123169	12/5/2024	244018349	REDEVELOP DISTRICT	GP Master Plan	15,000.00		
VEN010966	MKS&K Inc	APP123170	12/5/2024	244018349	REDEVELOP DISTRICT	Oct services Grand	1,842.50		
VEN000919	Hunden Strategic Partners	APP123171	12/5/2024	244018349	REDEVELOP DISTRICT	GP Master Planning 6 of 6	8,000.00		
VEN005661	Barnes and Thornburg LLP	APP123172	12/10/2024	244018349	REDEVELOP DISTRICT	Oct services General	4,059.00		
VEN005661	Barnes and Thornburg LLP	APP123172	12/10/2024	244018349	REDEVELOP DISTRICT	Oct services Towne	922.50		
VEN005661	Barnes and Thornburg LLP	APP123172	12/10/2024	244018349	REDEVELOP DISTRICT	Oct services Wheeler	1,291.50		
VEN005897	Hamilton County Reporter	APP123173	12/10/2024	244018349	REDEVELOP DISTRICT	East Side	36.45		
VEN005897	Hamilton County Reporter	APP123174	12/10/2024	244018349	REDEVELOP DISTRICT	Southpark	34.53		
Subtotal for RDC							186,939.98		
Subtotal for Fund 244 Redevelopment District Capital							186,939.98		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN001881	Taft Stettinius and Hollister	APP123167	12/9/2024	305018330	GRAND JUNCT TIF-LEGAL	June services	12,420.00		
VEN001881	Taft Stettinius and Hollister	APP123167	12/9/2024	305018330	GRAND JUNCT TIF-LEGAL	June services	1,952.50		
Subtotal for RDC							14,372.50		
Subtotal for Fund 305 Grand Junction TIF							14,372.50		
Posted Invoices Total							201,312.48		
Credit Memos									
Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount		
Credit Memo Total									

INVOICE

Date 8-Dec-24
INVOICE # 200.285.00

P.O. # N/A
Reference # N/A
Vendor # N/A



LVR INTERNATIONAL

1950 E. Greyhound Pass #18-123
Carmel, Indiana 46033
T:888-471-4777 E: LVR@LVRintl.com

BILL TO: **Attn: Jenell Fairman, PE**
Director, Economic Development
City of Westfield
2728 E. 171st Street
Westfield, IN 46074
Client ID: 1135.IN.24

SHIP TO: **Attn: Jenell Fairman, PE**
Director, Economic Development
City of Westfield
2728 E. 171st Street
Westfield, IN 46074
Client ID: 1135.IN.24

PROJECT NAME	PROJECT CONTACT	DUE DATE
City of Westfield	LVR International	Upon Receipt
Master Parking Consulting	Lia Reyes ext 700: Lia@LVRintl.com	Within 60 Days from Invoice Date
Project Address: Citywide, Westfield, Indiana Various Parking and Mobility Projects		
	\$ -	Contract Fixed Fee (Original)
	\$ -	Past Invoices (Paid)
	\$ -	Remaining P.O. Balance

Project Codes Period: Aug, Sept, Oct, Nov

A. PROGRESS PAYMENT	Total Billed:	Total Paid To Date:	Amount Due:
24000 A.1: Citywide- Continuation of Signage Design and Standards	\$ 1,845.00	\$ -	\$ 1,845.00
LPR Parking Policy, Comparison	\$ 1,848.75	\$ -	\$ 1,848.75
24020 A.2: Union Square- Meetings, plan analysis/markups, coordination	\$ 1,125.00	\$ -	\$ 1,125.00
24012 A.3: Jersey Street- Meetings, plan analysis/markups, coordination	\$ 2,527.50	\$ -	\$ 2,527.50
24006 A.4: Grand Millennium- Meetings, plan analysis/markups, coordination	\$ 3,311.25	\$ -	\$ 3,311.25
24017 A.5: Park & Poplar- Meetings, plan analysis/markups, coordination	\$ 615.00	\$ -	\$ 615.00
A.7:	\$ -	\$ -	\$ -
Fee Due:		\$	11,272.50

B. REIMBURSEABLE EXPENSES:	Miles	Cost/Mile	Amount Due:
B.1 Mileage	0.00	\$0.00	\$0.00
B.2 Parking/Tolls	0.00	\$0.00	\$0.00
B.3 Airfare/Train/Car-Share/Meals	0.00	\$0.00	\$0.00
Reimbursement Due:		\$	-

Questions: Please contact your Project Manager
TIN: 87-0791960

REMIT PAYMENT TO: **LVR INTERNATIONAL**
1950 E. Greyhound Pass #18-123
Carmel, Indiana 46033

AMOUNT DUE: \$ 11,272.50

We appreciate your support and business!

LVR INTERNATIONAL
PROJECT ALLOCATION SUMMARY- City of Westfield

Month	Project	Detail	Citywide-General	Park & Poplar	Union Square	Jersey Street	Grand Millennium	TOTAL
AUG	Union Square	Drawing dn Spec Discussions			\$ 675.00			\$ 675.00
SEP	Union Square	Spec Reviews			\$ 450.00			\$ 450.00
	Jersey St	Parking Demand- Jersey				\$ 1,912.50		\$ 1,912.50
OCT	Grand Millennium	Parking Demand- Grand Millennium					\$ 2,531.25	\$ 2,531.25
	Citywide	Signage	\$ 1,845.00					\$ 1,845.00
NOV	Citywide	LPR Parking Management, Parking Policy, PP101, Comps	\$ 1,848.75					\$ 1,848.75
	Park & Poplar	Parking Demand- Park & Poplar		\$ 615.00				\$ 615.00
	Jersey St	Parking Demand- Jersey				\$ 615.00		\$ 615.00
	Grand Millennium	Parking Demand- Grand Millennium					\$ 780.00	\$ 780.00
			3693.75	615	1125	2527.5	3311.25	\$ 11,272.50

Bondry Management Consultants

35 E Main St Ste 200
 Carmel, IN US
 (317) 537-9555
 oscar@bondryconsulting.com
 bondryconsulting.com



INVOICE

BILL TO

Jennell Fairman
 Westfield RDC
 2728 E 171st Street
 Westfield, Indiana 46074

INVOICE # 00246**DATE** 11/08/2024**DUE DATE** 12/08/2024**TERMS** Net 30

DESCRIPTION	Project Code	AMOUNT
2024 RDC Budget/Cash Flow	24000	25,500.00
Grand Junction Tax Impact Statement	24000	5,000.00
Towne Run Tax Impact Statement	24019	5,000.00
Wheeler Landing Tax Impact Statement	24021	5,000.00
Park & Poplar Feasibility	24017	5,000.00
Aurora Tax Impact Statement	24000	5,000.00
Southpark Tax Impact Statement	24000	5,000.00

We appreciate your business and look forward to assisting you again!

BALANCE DUE**\$55,500.00****Check Remittance Address**

35 East Main St. Suite 200
 Carmel, IN 46032

Wire or ACH Electronic Payment

Bank: Community First Bank of Indiana
 Bank Account: 5601034
 Routing Number: 074914407

If you have any questions regarding the above transfer instructions or you would like to confirm receipts of wired funds, please contact Julie Riess at (317) 490-6113 email julie@vandyaccounting.com

Bondry Management Consultants
35 E Main St Ste 200
Carmel, IN US
(317) 537-9555
oscar@bondryconsulting.com
bondryconsulting.com



INVOICE

BILL TO
Jennell Fairman
Westfield RDC
2728 E 171st Street
Westfield, Indiana 46074

INVOICE # 00249
DATE 11/19/2024
DUE DATE 12/19/2024
TERMS Net 30

DESCRIPTION	Project Code	AMOUNT
• Woodwind Murphy Feasibility	24022	5,000.00
• Grand Millennium Feasibility (2nd Round)	24006	5,000.00
• 2024 TIF Annual Report	24000	5,000.00
• October-Dec Retainer	24000	3,000.00

We appreciate your business and look forward to assisting you again! **BALANCE DUE** **\$18,000.00**



Check Remittance Address

35 East Main St. Suite 200
Carmel, IN 46032

Wire or ACH Electronic Payment

Bank: Community First Bank of Indiana
Bank Account: 5601034
Routing Number: 074914407

If you have any questions regarding the above transfer instructions or you would like to confirm receipts of wired funds, please contact Julie Riess at (317) 490-6113 email julie@vandyaccounting.com



City of Westfield

Billing Statement Summary

November 30, 2024

BARRY Z. WALLACK
MICHAEL S. WALLACK
HARRY F. TODD
RYAN R. WILMERING
ADAM W. COLLINS
KATIE WELCH RARICK

GEORGE W. SOMERS
EMERITUS

KARL P. HAAS
(1960-2017)

Project Codes

	Matter	Invoice Date	Invoice #	Current Fees	30 Days	Total Due
24016	COW-ActionOR	12/04/2024	36884	\$ 50.00		\$ 50.00
24004	COW-Ambrose	12/04/2024	36885	\$200.00		\$200.00
24012	COW-BWJersey	12/04/2024	36886	\$500.00		\$500.00
24000	COW-████████	12/04/2024	36887	\$1,631.00		\$1,631.00
24023	COW- ████████	12/04/2024	36888	\$100.00		\$100.00
24000	COW-████████	12/04/2024	36889	\$3,024.00		\$3,024.00
24000	COW-General	12/04/2024	36890	\$4,129.00		\$4,129.00
24026	COW-Golf	12/04/2024	36891	\$50.00		\$50.00
24006	COW-GrMillen	12/04/2024	36892	\$1,881.00		\$1,881.00
24003	COW-GrPark	12/04/2024	36893	\$3,850.00		\$3,850.00
24009	COW-GrUniv	12/04/2024	36894	\$150.00		\$150.00
24000	COW-HamCross	12/04/2024	36895	\$100.00		\$100.00
24011	COW-Jaffe	12/04/2024	36896	\$ 50.00		\$ 50.00
24014	COW-Lantern	12/04/2024	36897	\$100.00		\$100.00
24010	COW-MillSt.	12/04/2024	36898	\$600.00		\$600.00
24017	COW-ParkSt	12/04/2024	36899	\$1,981.00		\$1,981.00
24000	COW-PhysioLo	12/04/2024	36900	\$500.00		\$500.00
24019	COW-TowneRun	12/04/2024	36901	\$1,085.00		\$1,085.00
24020	COW-Union	12/04/2024	36902	\$150.00		\$150.00
24021	COW-Wheeler	12/04/2024	36903	\$50.00		\$50.00
24024	COW-WoodsRo	12/04/2024	36904	\$100.00		\$100.00
24022	COW- WoodWind	12/04/2024	36905	\$700.00		\$700.00
			Totals:	\$20,981.00		\$20,981.00

One Indiana Square, Suite 2300
Indianapolis, Indiana 46204
www.WSHLaw.com

Tel: 317.231.9000

Fax: 317.231.9900

Speck Dempsey LLC

257 Walnut Street #1
Brookline, MA 02445 US
info@speckdempsey.com
http://www.speckdempsey.com



INVOICE

BILL TO
City of Westfield, IN / Westfield Redevelopment Commission

INVOICE 1121
DATE 11/29/2024
TERMS Net 30
DUE DATE 12/29/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/30/2024	Grand Park Master Planning Effort - Month 6 of 7			50,000.00

Payment may be made via check to address on invoice

BALANCE DUE

\$50,000.00

Invoice

To: Westfield Redevelopment Commission
Jenell Fairman, Executive Director
jfairman@westfield.in.gov

	Job	Payment Terms	PO #
	City of Westfield – Grand Park District Master Plan Development Advisory Services: [REDACTED] [REDACTED] Amendment	Due upon receipt	

[illegible]

Make all checks payable to Hunden Strategic Partners
15185 Hawthorne Lane Lakeside, MI 49116



462 South Ludlow Alley
Columbus, OH 43215
614-621-2796

City of Westfield, IN
Jenell Fairman
jfairman@westfield.in.gov
2728 East 171st Street
Westfield, IN 46074

Invoice number 2241746
Date 11/25/2024

Project **w24306.01 Westfield, IN Grand
Millennium Parking Review**

Professional Services for the Period ended October 31, 2024:

Professional Fees

Standard Professional Services
Concept Design

	Hours	Rate	Billed Amount
Associate	4.00	185.00	740.00
Intern	6.50	85.00	552.50
Principal	2.00	275.00	550.00
Phase subtotal	12.50		1,842.50
Standard Professional Services subtotal			1,842.50
Professional Fees subtotal	12.50		1,842.50
Invoice total			1,842.50



City of Westfield, IN
Project **w24306.01 Westfield, IN Grand Millennium Parking Review**

Invoice number 2241746
Date 11/25/2024

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
Standard Professional Services			
Concept Design	0.00	1,842.50	1,842.50
Reimbursable Expenses	0.00	0.00	0.00
Total	0.00	1,842.50	1,842.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2241746	11/25/2024	1,842.50	1,842.50				
	Total	1,842.50	1,842.50	0.00	0.00	0.00	0.00

Approved by:

Thomas J. Porto, C.P.A.
C.F.O.

Please contact ahmed@mkskstudios.com for any questions you may have on this invoice.

Professional Services for the Period ended October 31, 2024:



Invoice

Date: December 5, 2024
Invoice #: 12583

To: Westfield Redevelopment Commission
Jenell Fairman, Executive Director
jfairman@westfield.in.gov

	Job	Payment Terms	Due Date
	City of Westfield – Grand Park District Master Plan Development Advisory Services	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	6th of 6 Monthly Installments (Total Contract Value: \$48,000)	\$ 8,000.00	\$ 8,000.00
		Subtotal	\$ 8,000.00
1.00	Westfield/DFW November 11-12 Trip Expenses (Ryan Sheridan, Steve Haemmerle, Robin Hunden)	Subtotal	\$ 7,636.66
		Subtotal	\$ 15,636.66
		Sales Tax	
		Total	\$ 15,636.66

244-018-349
Project Code
24003

101-006-334

Make all checks payable to Hunden Strategic Partners
15185 Hawthorne Lane Lakeside, MI 49116

BARNES & THORNBURG LLP

11 South Meridian Street
 Indianapolis, Indiana 46204 U.S.A.
 E.I.N. 35-0900596
 (317) 236-1313

WESTFIELD REDEVELOPMENT COMMISSION
 JENELL FAIRMAN, EXECUTIVE DIRECTOR
 2728 E 171ST ST.
 WESTFIELD, IN 46074
 JFAIRMAN@WESTFIELD.IN.GOV

Invoice 3332761

November 13, 2024
 Brian L. Burdick
 00099516-00000001

PAYABLE UPON RECEIPT

Fees for Services	\$	6,273.00
Other Charges	\$	0.00
Total This Invoice	\$	6,273.00

To remit payments by check, please return this page with remittance to:
 Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204-3535 U.S.A.

To remit payments by ACH or Wire, send remittance advice to wireconfirmations@btlaw.com Send payment to:
 Fifth Third Bank, Indianapolis, IN, Account Number: 7653510706 SWIFT CODE: FTBCUS3C
 ABA #074908594 for ACH ABA #042000314 for Wires

Rachel 11-18-24



136 S. 9th Street, Suite 12
Noblesville, IN 46060

Invoice

Date	Invoice#
11/11/2024	R 5211

Bill To
City of Westfield 130 Penn St. Westfield, IN 46074 ATTN: David Brock

Description	Amount
EAST SIDE ECONOMIC DEVELOPMENT AREA	\$36.45
Ad Ran: 11/8/2024 11/11/2024	
PLEASE INCLUDE YOUR INVOICE NUMBER (R5211) ON YOUR CHECK	

Total	\$36.45
Amount Paid	\$0.00
Balance Due	\$36.45

For billing questions call (765) 365-2316

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield
(Governmental Unit)

To Hamilton County Reporter Newspaper
136 S. 9th Street, Suite 12
Noblesville, IN 46060

Hamilton County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) — number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

38 lines, 2 columns wide equals 76 equivalent lines at 0.47957 cents per line

\$36.45

Additional charges for notices containing rule or tabular work (50 per cent of above amount)

\$0.00

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

\$36.45

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column in picas 9.375

Size of type 7 point.

Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

11/8/2024

11/11/2024

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on

..... Newspaper has a Web site but refuses to post the public notice.

Date Monday, November 11, 2024

Title Public Notice Advertising

R5211



136 S. 9th Street, Suite 12
Noblesville, IN 46060

Invoice

Date	Invoice#
11/11/2024	R 5212

Bill To

City of Westfield
130 Penn St.
Westfield, IN 46074
ATTN: David Brock

Description	Amount
SOUTHPARK ECONOMIC DEVELOPMENT AREA Ad Ran: 11/8/2024 11/11/2024 PLEASE INCLUDE YOUR INVOICE NUMBER (R5212) ON YOUR CHECK	\$34.53
Total	\$34.53
Amount Paid	\$0.00
Balance Due	\$34.53

For billing questions call (765) 365-2316

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield
(Governmental Unit)

To Hamilton County Reporter Newspaper
136 S. 9th Street, Suite 12
Noblesville, IN 46060

Hamilton County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

36 lines, 2 columns wide equals 72 equivalent lines at 0.47957 cents per line

\$34.53

Additional charges for notices containing rule or tabular work (50 per cent of above amount)

\$0.00

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

\$34.53

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column in picas 9.375

Size of type 7 point.

Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

11/8/2024

11/11/2024

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on

..... Newspaper has a Web site but refuses to post the public notice.

Date Monday, November 11, 2024

Title Public Notice Advertising

R 5212



Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500 / Indianapolis, IN 46204-2023
Tel: 317.713.3500 / Fax: 317.713.3699
www.taftlaw.com
FEIN#: 31-0541755

August 1, 2024

Invoice #: 6380121

City of Westfield
Kaitlin Glazier
City Attorney
2728 E 171st Street
Westfield, IN 46074

INVOICE SUMMARY

Client/File No. WES14/GN133 CILE

For professional services rendered and costs advanced through June 30, 2024:

RE: Grand Park Transaction

Professional Services	19,260.00
Costs Advanced	<u>.00</u>
TOTAL THIS INVOICE	19,260.00

DUE UPON RECEIPT

305-018-330 \$14,372.50
101-001-330 \$4887.50 ✓

\$12,420.00 24001

\$1952.50 24001

Debra Tolley

From: Clemens, Madison <MClemens@taftlaw.com>
Sent: Friday, December 6, 2024 5:12 PM
To: Debra Tolley; Terri Wolf
Cc: Kaitlin Glazier
Subject: RE: Outstanding Invoices

**WARNING: This external email is from
MClemens@taftlaw.com.**

Good afternoon –

After looking through our records and speaking with our accounting team, I noticed that we issued a refund check for \$14,372.50. This was due to the check we received being put into unapplied cash by our accounting team since it wasn't specified which invoice(s) this was for. Chou-il returned this check, in person, to Kaitlin in early October.

I apologize for the mistake, in the future please make sure the remits specify which invoice(s) each check should be applied to.

Let me know if you have any questions or need anything further.

Best,
Madison Clemens
Legal Assistant to Chou-il Lee

From: Debra Tolley <dtolley@westfield.in.gov>
Sent: Monday, December 2, 2024 4:00 PM
To: Clemens, Madison <MClemens@taftlaw.com>; Terri Wolf <tewolf@westfield.in.gov>
Cc: Kaitlin Glazier <kglazier@westfield.in.gov>
Subject: RE: Outstanding Invoices

Hi Madison,

These two invoices 6322892 \$13,897.50 and invoice 6375634 \$1793.00 were paid 8/27/24 with check 78583. I have attached how our check should have been applied. We always include the remittance pages.



DEBRA TOLLEY
Deputy Clerk
Clerk Treasurer
317-804-3009

www.westfield.in.gov
130 Penn Street, Westfield IN 46074



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to reflect the updated schedule added to the Campus Use Agreement entitled:

2024 Fall Max Lax League Contract

between the Commission and Max Lacrosse, 220 Raintree Dr, Zionsville, IN 46077

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
10/28/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$250.00	\$750.00
10/28/2024	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
10/29/2024	5:30 PM - 7:29 PM	2.0	EC 1 North	\$125.00	\$250.00
10/29/2024	5:30 PM - 8:29 PM	3.0	EC 3	\$250.00	\$750.00
10/30/2024	5:30 PM - 9:29 PM	4.0	EC 1	\$250.00	\$1,000.00
10/30/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$250.00	\$1,000.00
11/1/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$175.00	\$700.00
11/1/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$175.00	\$350.00
11/1/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$300.00	\$900.00
11/5/2024	5:30 PM - 7:29 PM	2.0	EC 2 North	\$175.00	\$350.00
11/5/2024	5:30 PM - 8:29 PM	3.0	EC 3	\$300.00	\$900.00
11/7/2024	5:30 PM - 9:29 PM	4.0	EC 2	\$300.00	\$1,200.00
11/7/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$300.00	\$1,200.00
11/8/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$175.00	\$700.00
11/8/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$175.00	\$350.00
11/8/2024	6:00 PM - 8:59 PM	3.0	EC 2	\$300.00	\$900.00
11/12/2024	5:30 PM - 7:29 PM	2.0	EC 2 North	\$175.00	\$350.00
11/12/2024	5:30 PM - 8:29 PM	3.0	EC 3	\$300.00	\$900.00
11/14/2024	5:30 PM - 9:29 PM	4.0	EC 1	\$300.00	\$1,200.00

11/14/2024	5:30 PM - 9:29 PM	4.0	EC 2	\$300.00	\$1,200.00
11/15/2024	5:30 PM - 9:29 PM	4.0	EC 2 South	\$175.00	\$700.00
11/15/2024	6:00 PM - 7:59 PM	2.0	EC 2 North	\$175.00	\$350.00
11/15/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$300.00	\$900.00
11/19/2024	5:30 PM - 7:29 PM	2.0	EC 2 North	\$175.00	\$350.00
11/19/2024	5:30 PM - 8:29 PM	3.0	EC 3	\$300.00	\$900.00
11/21/2024	5:30 PM - 9:29 PM	4.0	EC 2	\$300.00	\$1,200.00
11/21/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$300.00	\$1,200.00
11/22/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$175.00	\$700.00
11/22/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$175.00	\$350.00
11/22/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$300.00	\$900.00
12/3/2024	5:30 PM - 9:29 PM	4.0	EC 2	\$525.00	\$2,100.00
12/4/2024	6:30 PM - 7:29 PM	1.0	EC 3 North	\$175.00	\$175.00
12/5/2024	5:30 PM - 9:29 PM	4.0	EC 2	\$525.00	\$2,100.00
12/5/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$525.00	\$2,100.00
12/6/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$275.00	\$1,100.00
12/6/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$275.00	\$550.00
12/6/2024	6:00 PM - 8:59 PM	3.0	EC 2	\$525.00	\$1,575.00
12/10/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$525.00	\$2,100.00
12/11/2024	7:30 PM - 8:29 PM	1.0	EC 1 North	\$175.00	\$175.00
12/12/2024	5:30 PM - 9:29 PM	4.0	EC 1	\$525.00	\$2,100.00
12/12/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$525.00	\$2,100.00
12/13/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$275.00	\$1,100.00
12/13/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$275.00	\$550.00
12/13/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
12/16/2024	5:30 PM - 9:29 PM	4.0	EC 3 South	\$275.00	\$1,100.00
12/16/2024	6:00 PM - 7:59 PM	2.0	EC 3 North	\$275.00	\$550.00
12/16/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
12/17/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$525.00	\$2,100.00
12/18/2024	6:30 PM - 7:29 PM	1.0	EC 1 North	\$175.00	\$175.00
12/19/2024	5:30 PM - 9:29 PM	4.0	EC 1	\$525.00	\$2,100.00
12/19/2024	5:30 PM - 9:29 PM	4.0	EC 3	\$525.00	\$2,100.00

Total Facility Rental Fees: \$52,350.00

Additional Fees (Schedule III):

Department	Total
------------	-------

TOTAL USER FEES: \$52,350.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 2, (6 months) - paid	\$5,175.00	4/2/2024
Installment 2 of 2, (2 weeks) - paid	\$46,500.00	10/14/2024
Tuesday Field Adjustment	\$150.00	10/28/2024
Added Wednesday Field Rental	\$525.00	11/20/2024

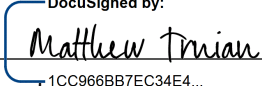
COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name

DocuSigned by:



Signature1CC966BB7EC34E4...

Director of Grand Park

Title

11/25/2024

Date

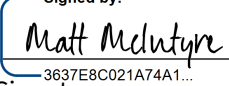
USER:

Max Lacrosse

Matt McIntyre

Printed Name

Signed by:



Signature3637E8C021A74A1...

Partner, McFly Lacrosse (DBA Max Lax)

Title

11/25/2024

Date

EXHIBIT to CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to be added to the Campus Use Agreement entitled:

_____ 2023 Grand National Tournament Contract _____

between the Commission and Grand National Racquet Center

USER FEES:

Date	Units	Facility	Rate	Rental Fee
12/9/2024	1.0	EC 2 (load in)	\$5,100.00	\$5,100.00
12/9/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/9/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/10/2024	1.0	EC 2 (load in)	\$5,100.00	\$5,100.00
12/10/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/10/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/11/2024	1.0	EC 2 (load in)	\$5,100.00	\$5,100.00
12/11/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/11/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/12/2024	1.0	EC 2 (load in)	\$5,100.00	\$5,100.00
12/12/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/12/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/13/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/13/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/13/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/14/2024	1.0	EC 2	\$7,125.00	\$7,125.00
12/14/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/14/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/15/2024	1.0	EC 2	\$7,125.00	\$7,125.00

12/15/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/15/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/16/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/16/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/16/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/17/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/17/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/17/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/18/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/18/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/18/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/19/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/19/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/19/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/20/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/20/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/20/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/21/2024	1.0	EC 2	\$7,125.00	\$7,125.00
12/21/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/21/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/22/2024	1.0	EC 2	\$7,125.00	\$7,125.00
12/22/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/22/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/23/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/23/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/23/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/24/2024	1.0	EC 2 (Christmas Eve)	\$5,100.00	\$5,100.00
12/24/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/24/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/25/2024	1.0	EC 2 (Christmas Day)	\$5,100.00	\$5,100.00
12/25/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/25/2024	1.0	Suite D Conference Room	\$250.00	\$250.00

Discounted

12/26/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/26/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/26/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/27/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/27/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/27/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/28/2024	1.0	EC 2	\$7,125.00	\$7,125.00
12/28/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/28/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/29/2024	1.0	EC 2	\$7,125.00	\$7,125.00
12/29/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/29/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/30/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/30/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/30/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
12/31/2024	1.0	EC 2	\$5,100.00	\$5,100.00
12/31/2024	1.0	Suite C Conference Room	\$250.00	\$250.00
12/31/2024	1.0	Suite D Conference Room	\$250.00	\$250.00
1/1/2025	1.0	EC 2	\$5,100.00	\$5,100.00
1/1/2025	1.0	Suite C Conference Room	\$250.00	\$250.00
1/1/2025	1.0	Suite D Conference Room	\$250.00	\$250.00
1/2/2025	1.0	EC 2 (load out)	\$5,100.00	\$5,100.00
1/2/2025	1.0	Suite C Conference Room	\$250.00	\$250.00
1/2/2025	1.0	Suite D Conference Room	\$250.00	\$250.00
1/3/2025	1.0	EC 2 (load out)	\$5,100.00	\$5,100.00
1/3/2025	1.0	Suite C Conference Room	\$250.00	\$250.00
1/3/2025	1.0	Suite D Conference Room	\$250.00	\$250.00
Total Days				26

SubTotal Facility Rental Fees: \$157,750.00

Discounts:

Load in/out Discount (50%)	(\$15,300.00)
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Christmas Discount (100%)	(\$10,200.00)
Event Day Discount (20%)	(\$20,790.00)

TOTAL USER FEES: \$111,460.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$111,460.00	11/18/2024
Post Event, TBD	\$0.00	2/5/2025

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name



Signature

Director of Grand Park

Title

12/6/2024

Date

USER:

Grand National Racquet Center

R. Birch Oak

Printed Name



Signature

McA

Title

12-6-24

Date



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to be added to the Campus Use Agreement entitled:

_____2024 Grinds Coffee - Boardroom Meeting Contract_____

between the Commission and Grinds Coffee Pouches, 17065 Oak Ridge Road , Westfield, IN 46074

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
11/14/2024	8:00 AM - 4:59 PM	1.0	Executive Board Room	\$250.00	\$250.00
11/15/2024	8:00 AM - 4:59 PM	1.0	Executive Board Room	\$250.00	\$250.00
Total Days					4

Total Facility Rental Fees: \$500.00

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$500.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1- paid	\$500.00	11/4/2024

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name

DocuSigned by:
Matthew Trnian
1CC966BB7EC34E4...

USER:

Grinds Coffee Pouches

Taylor Sage

Printed Name

DocuSigned by:
TSage
47A595875E29437...

Signature

Director of Grand Park

Title

11/13/2024

Date

Signature

Staff Accountant

Title

11/13/2024

Date



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to reflect the updated schedule to the Campus Use Agreement entitled:

2024-2025 IEA GPEC Winter Training Contract

between the Commission and Indy Eleven Academy (IEA), Suite 19000 Grand Park Blvd, Westfield, IN 46074

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
11/21/2024	7:00 PM - 8:29 PM	1.5	EC 1	\$300.00	\$450.00
12/2/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/2/2024	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
12/3/2024	5:00 PM - 7:59 PM	3.0	EC 3	\$525.00	\$1,575.00
12/3/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/4/2024	5:00 PM - 6:59 PM	2.0	EC 1	\$525.00	\$1,050.00
12/4/2024	7:00 PM - 7:59 PM	1.0	EC 1	\$525.00	\$525.00
12/5/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/9/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/9/2024	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
12/10/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/11/2024	5:00 PM - 6:59 PM	2.0	EC 1	\$525.00	\$1,050.00
12/30/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/2/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/2/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/6/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/6/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/7/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/7/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00

1/13/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/13/2025	5:00 PM - 5:59 PM	1.0	EC 3	\$525.00	\$525.00
1/13/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/13/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/13/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/14/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/14/2025	5:00 PM - 5:59 PM	1.0	EC 3	\$525.00	\$525.00
1/14/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/14/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/14/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/15/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/15/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/15/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/16/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/21/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/21/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/22/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/29/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/29/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/30/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/3/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/3/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/4/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/4/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/5/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/9/2025	12:00 PM - 7:59 PM	8.0	EC 1	\$525.00	\$4,200.00

2/9/2025	12:00 PM - 7:59 PM	8.0	EC 3	\$525.00	\$4,200.00
2/10/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/10/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/19/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/19/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/20/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/20/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/24/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/24/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/24/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/25/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/25/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/25/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/26/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/26/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/26/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/27/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
3/3/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/3/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/3/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/4/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/4/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/4/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/5/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/5/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00

3/5/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/6/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/6/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/6/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/10/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/10/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/10/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/11/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/11/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/12/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/12/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/12/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/13/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/13/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/13/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/17/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/17/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/17/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/18/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/18/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/18/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/19/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$300.00	\$1,200.00
3/19/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/20/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/20/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/24/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/24/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/24/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/25/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/25/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/25/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/26/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00

3/26/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/26/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/27/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/27/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/31/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/31/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/31/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
4/1/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$250.00	\$750.00
4/1/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/1/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
4/2/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$250.00	\$750.00
4/2/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/2/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
4/3/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$250.00	\$1,000.00
4/3/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/3/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
Total Days					55

Total Added Facility Rental Fees: \$15,150.00

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$193,600.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
November Usage	\$450.00	11/29/2024
December Usage	\$20,475.00	12/31/2024
January Usage	\$50,400.00	1/31/2025
February Usage	\$65,625.00	2/28/2025
March Usage	\$48,900.00	3/31/2025
April Usage	\$7,750.00	4/30/2025

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name

DocuSigned by:
Matthew Trnian
1CC966BB7EC34E4...
Signature

Director, Grand Park

Title

11/20/2024

Date

USER:

Indy Eleven Academy (IEA)

Mark webber

Printed Name

DocuSigned by:
Mark Webber
4DF0C630FBF5407...
Signature

Executive Director

Title

11/19/2024

Date



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to reflect the updated schedule to the Campus Use Agreement entitled:

2024-2025 IEA GPEC Winter Training Contract

between the Commission and Indy Eleven Academy (IEA), Suite 19000 Grand Park Blvd, Westfield, IN 46074

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
11/21/2024	7:00 PM - 8:29 PM	1.5	EC 1	\$300.00	\$450.00
12/1/2024	6:30 PM - 7:59 PM	1.5	EC 3 South	\$275.00	\$412.50
12/2/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/2/2024	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
12/2/2024	9:00 PM - 9:29 PM	0.5	EC 1	\$525.00	\$262.50
12/2/2024	9:00 PM - 9:29 PM	0.5	EC 3	\$525.00	\$262.50
12/3/2024	4:00 PM - 4:59 PM	1.0	EC 3 South	\$275.00	\$275.00
12/3/2024	5:00 PM - 7:59 PM	3.0	EC 3	\$525.00	\$1,575.00
12/3/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/3/2024	8:00 PM - 9:29 PM	1.5	EC 3	\$525.00	\$787.50
12/3/2024	9:00 PM - 9:29 PM	0.5	EC 1	\$525.00	\$262.50
12/4/2024	5:00 PM - 6:59 PM	2.0	EC 1	\$525.00	\$1,050.00
12/4/2024	7:00 PM - 7:59 PM	1.0	EC 1	\$525.00	\$525.00
12/4/2024	8:00 PM - 9:29 PM	1.5	EC 1	\$525.00	\$787.50
12/5/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/9/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/9/2024	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
12/10/2024	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
12/11/2024	5:00 PM - 6:59 PM	2.0	EC 1	\$525.00	\$1,050.00

12/30/2024	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
12/31/2024	11:00 AM - 1:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/2/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/2/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/6/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/6/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/7/2025	5:30 PM - 7:29 PM	2.0	EC 3	\$525.00	\$1,050.00
1/7/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/13/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/13/2025	5:00 PM - 5:59 PM	1.0	EC 3	\$525.00	\$525.00
1/13/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/13/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/13/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/14/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/14/2025	5:00 PM - 5:59 PM	1.0	EC 3	\$525.00	\$525.00
1/14/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/14/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/14/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/15/2025	5:00 PM - 5:59 PM	1.0	EC 1	\$525.00	\$525.00
1/15/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/15/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/16/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/21/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/21/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
1/22/2025	6:00 PM - 8:59 PM	3.0	EC 1	\$525.00	\$1,575.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/27/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
1/28/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/29/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00

1/29/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
1/30/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/3/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/3/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/4/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/4/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/5/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/9/2025	12:00 PM - 7:59 PM	8.0	EC 1	\$525.00	\$4,200.00
2/9/2025	12:00 PM - 7:59 PM	8.0	EC 3	\$525.00	\$4,200.00
2/10/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/10/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/11/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/18/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/19/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/19/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$525.00	\$2,100.00
2/20/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/20/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/24/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/24/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/24/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/25/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/25/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/25/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/26/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/26/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00
2/26/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$525.00	\$1,575.00
2/27/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$525.00	\$2,100.00
2/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$525.00	\$2,100.00

3/3/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/3/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/3/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/4/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/4/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/4/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/5/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/5/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/5/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/6/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/6/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/6/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/10/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/10/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/10/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/11/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/11/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/12/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/12/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/12/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/13/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/13/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/13/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/17/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/17/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/17/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/18/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/18/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/18/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/19/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$300.00	\$1,200.00
3/19/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/20/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00

3/20/2025	5:00 PM - 8:59 PM	4.0	EC 3	\$300.00	\$1,200.00
3/24/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/24/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/24/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/25/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/25/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/25/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/26/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/26/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/26/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/27/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/27/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/27/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
3/31/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$300.00	\$900.00
3/31/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$300.00	\$1,200.00
3/31/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$300.00	\$900.00
4/1/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$250.00	\$750.00
4/1/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/1/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
4/2/2025	5:00 PM - 7:59 PM	3.0	EC 1	\$250.00	\$750.00
4/2/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/2/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
4/3/2025	5:00 PM - 8:59 PM	4.0	EC 1	\$250.00	\$1,000.00
4/3/2025	5:00 PM - 8:59 PM	4.0	EC 2	\$250.00	\$1,000.00
4/3/2025	6:00 PM - 8:59 PM	3.0	EC 3	\$250.00	\$750.00
Total Days					57

Total Added Facility Rental Fees: \$4,175.50

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$198,675.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
November Usage	\$450.00	11/29/2024
December Usage	\$25,100.00	12/31/2024
January Usage	\$50,400.00	1/31/2025
February Usage	\$65,625.00	2/28/2025
March Usage	\$48,900.00	3/31/2025
April Usage	\$7,750.00	4/30/2025

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name

DocuSigned by:

Matthew Trnian

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Signature

Director, Grand Park

Title

12/2/2024

Date

USER:

Indy Eleven Academy (IEA)

Mark webber

Printed Name

DocuSigned by:

Mark Webber

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Signature

Executive Director

Title

12/1/2024

Date



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to be added to the Campus Use Agreement entitled:

2024-2025 ODP Programming Contract

between the Commission and Indiana Soccer Association (ISA), Suite J 19000 Grand Park Blvd, Westfield, Indiana 46074

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
1/4/2025	9:00 AM - 6:59 PM	10.0	EC 2	\$525.00	\$5,250.00
1/5/2025	9:00 AM - 5:29 PM	8.5	EC 2	\$525.00	\$4,462.50
1/11/2025	9:00 AM - 6:59 PM	10.0	EC 2	\$525.00	\$5,250.00
1/12/2025	9:00 AM - 5:29 PM	8.5	EC 2	\$525.00	\$4,462.50
Total Days					16

Total Added Facility Rental Fees: \$19,425.00

Additional Fees (Schedule III):

Department	Total
Event Production	\$165.00

TOTAL USER FEES: \$150,075.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
September Usage- paid	\$4,200.00	9/2/2024
October Usage	\$4,725.00	10/1/2024
November Usage	\$2,550.00	11/1/2024
December Usage	\$17,850.00	12/2/2024
January Usage	\$88,462.50	1/1/2025
February Usage	\$29,137.50	2/3/2025

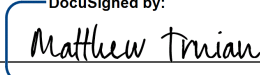
June Usage	\$3,150.00	6/2/2025
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COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

Printed Name

DocuSigned by:

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Signature

Director, Grand Park

Title

11/12/2024

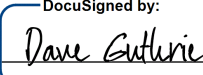
Date

USER:

Indiana Soccer Association (ISA)

Dave Guthrie

Printed Name

DocuSigned by:

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Signature

Executive Director

Title

11/12/2024

Date



EXHIBIT to
CAMPUS USE AGREEMENT

ADDENDUM

The following dates and times are to be added to the Campus Use Agreement entitled:

_____2024-2025 True Lacrosse Indoor Trainings Contract_____

between the Commission and True Lacrosse, 131 N. Eisenhower Lane, Lombard, IL 60148

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
12/15/2024	4:30 PM - 5:59 PM	1.5	EC 3	\$525.00	\$787.50
Total Days					6

Total Added Facility Rental Fees: \$787.50

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$4,762.50

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$3,075.00	10/18/2024
Added Field Rental; 11/11 and 11/13	\$900.00	11/8/2024
Added Field Rental; 12/15	\$787.50	11/29/2024
Post Event, TBD	\$0.00	1/30/2025

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION

Matthew Trnian

USER:

True Lacrosse

Jena Buttery

Printed Name

DocuSigned by:
Matthew Imian

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Signature

Director of Grand Park

Title

12/2/2024

Date

Printed Name

DocuSigned by:
Jena Buttery

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Signature

Administrator

Title

12/2/2024

Date



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/25/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **Brownsburg High School Athletics** with a principal office address at **1000 South Odell Street, Brownsburg , IN 46112** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks , corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the ***Brownsburg High School Athletics 2024 BHS Football Practice a Football Practice or Training***; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

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and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.

- a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

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Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.

24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.

25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.

26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.

27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

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respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnian, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
Brownsburg High School Athletics
1000 South Odell Street,
Brownsburg, IN 46112
Attn: Kyle Duncan

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

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31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

Matthew Trnian

Signature 1C2066BB7EC34E4...

Director of Grand Park

Title

11/25/2024

Date

USER:

Brownsburg High School Athletics

Kyle Duncan

Printed Name

Signed by:

Kyle Duncan

Signature 98DC7A56705C4EE...

Asst. Athletic Director

Title

11/25/2024

Date

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
11/26/2024	10:00 AM - 11:59 AM	2.0	EC 3	\$250.00	\$500.00
Total Days					1

Total Facility Rental Fees: \$500.00

Discounts:

Additional Fees (Schedule III):

Department	Total
------------	-------

TOTAL USER FEES: \$500.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$500.00	11/26/2024

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

- EXCLUSIVE AGREEMENTS:
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
 - 2. Housing Management Agreement with Site Search, LLC
 - 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
 - 4. Equipment Rentals with MacAllister Rentals
 - 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: Brownsburg High School Athletics

Kyle Duncan

Printed Name

Signed by:



Signature

Asst. Athletic Director

Title

11/25/2024

Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: Brownsburg High School Athletics

Kyle Duncan

Printed Name

Signed by:



Signature

Asst. Athletic Director

Title

11/25/2024

Date

SCHEDULE IV – CAMPUS USE AGREEMENT

VENDOR ACKNOWLEDGEMENT FORM

1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
6. Vendors must maintain the highest level of Grand Park appearance standards.
7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
9. Vendors must supply a COI before any load-in actions can take place.
10. No golf carts are allowed directly in front of the Grand Park Events Center.
11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Brownsburg High School Athletics

Kyle Duncan

Printed Name

Asst. Athletic Director

Title

Signed by:

Kyle Duncan

Signature

11/25/2024

Date

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PARK GENERAL RULES:

- 1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
- 2. NO outside food and beverages.
- 3. NO gum or seeds allowed on fields.
- 4. NO wading, swimming, fishing, or ice skating
- 5. NO tobacco products, illegal drugs, or chemicals of any kind.
- 6. NO spectator coolers or containers of any size.
- 7. NO fireworks of any kind.
- 8. NO missile / projectile like objects.
- 9. NO glass bottles or aluminum cans.
- 10. NO air horns, Vuvuzelas or whistles of any kind.
- 11. NO skateboards, roller blades, roller skates, roller shoes, etc.
- 12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
- 13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
- 14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
- 15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
- 16. NO un-authorized Personal Training
- 17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

- 1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
- 2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
- 3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
- 4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

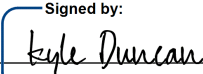
- 1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
- 2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
- 3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
- 4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Brownsburg High School Athletics

Kyle Duncan

Printed Name

Signed by:


Signature

Asst. Athletic Director

Title

11/25/2024

Date

EXHIBIT A

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

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thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/25/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **College Coaches Skills Camp** with a principal office address at **12 Old Coach Road, Athens, OH 45701** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks, corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **College Coaches Skills Camp 2024 CCSC Women's Soccer Camp a Soccer Camp**, pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any


 Initials

exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.

24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.

25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.

26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.

27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnian, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
College Coaches Skills Camp
12 Old Coach Road,
Athens, OH 45701
Attn: Christy Young

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act


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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

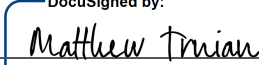
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

Signature 1CC966BB7EC34E4...

Director of Grand Park

Title

11/25/2024

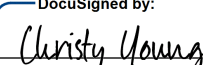
Date

USER:

College Coaches Skills Camp

Christy Young

Printed Name

DocuSigned by:

Signature 7B58285F5940407...

CCSC Sport Director - Women's Soccer

Title

11/25/2024

Date

SCHEDULE I – CAMPUS USE AGREEMENT
USER FEES, PAYMENT SCHEDULE AND CANCELLATION FEES

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
12/1/2024	8:00 AM - 2:59 PM	7.0	EC 3	\$525.00	\$3,675.00
Total Days					1

Total Facility Rental Fees: \$3,675.00

Discounts:

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$3,675.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$3,675.00	11/26/2024
Post Event, TBD	\$0.00	12/20/2024

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

- 1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
- 2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
- 3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
- 4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

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EXCLUSIVE AGREEMENTS:

- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: College Coaches Skills Camp

Christy Young
Printed Name

DocuSigned by:
Christy Young
Signature

CCSC Sport Director - Women's Soccer
Title

11/25/2024
Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: College Coaches Skills Camp

Christy Young
Printed Name

DocuSigned by:

Christy Young

Signature

CCSC Sport Director - Women's Soccer
Title

11/25/2024
Date

1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.

a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.

b. Vendors may be subject to penalty if not followed.
3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
6. Vendors must maintain the highest level of Grand Park appearance standards.
7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
9. Vendors must supply a COI before any load-in actions can take place.
10. No golf carts are allowed directly in front of the Grand Park Events Center.
11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: College Coaches Skills Camp

Christy Young

Printed Name

CCSC Sport Director - Women's Soccer

Title

DocuSigned by:

Christy Young

Signature

65940407...

11/25/2024

Date

PARK GENERAL RULES:

1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
2. NO outside food and beverages.
3. NO gum or seeds allowed on fields.
4. NO wading, swimming, fishing, or ice skating
5. NO tobacco products, illegal drugs, or chemicals of any kind.
6. NO spectator coolers or containers of any size.
7. NO fireworks of any kind.
8. NO missile / projectile like objects.
9. NO glass bottles or aluminum cans.
10. NO air horns, Vuvuzelas or whistles of any kind.
11. NO skateboards, roller blades, roller skates, roller shoes, etc.
12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
16. NO un-authorized Personal Training
17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

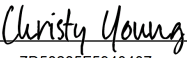
1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: College Coaches Skills Camp

Christy Young

Printed Name

DocuSigned by:

7D58285F5940407...

Signature

CCSC Sport Director - Women's Soccer

Title

11/25/2024

Date

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074



GRAND PARK SPORTS CAMPUS
FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between the Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission") and **Matthew Hyde**, ("User").

Grand Park Sports Campus agrees to provide the facilities and amenities described herein on the dates so indicated for the purposes of conducting the following event(s):

Event Name: **2024 Matthew Hyde - Birthday Party**
Event Date(s) & Times: **See section 4 below**
Point of Contact: **Matthew Hyde**
Phone:
E-mail: **watford12@hotmail.com**

- 1. **Facilities:** Commission agrees to reserve the facilities outlined in Paragraph 4 to be used exclusively by the User for the operation of the listed event(s) and date(s).

- 2. **Commission Responsibilities:**
 - a. Commission will be responsible for mowing, lining and maintaining the facilities pursuant to the event standard and the layout information provided by the event host, no less than 14 days from the event.
 - b. Commission will maintain and furnish janitorial for all facilities.

- 3. **User Responsibilities:**
 - a. User will schedule all games, record all results, and manage all competition.
 - b. User will arrange and assign all referees and will handle all payments for such services.
 - c. User will provide a final event schedule no less than 14 days from the event.
 - d. User will provide a final event layout for field assignment and lining no less than 14 days from the event.
 - e. User will provide adequate staff to oversee all event activities, including but not limited to, on-field, volunteer and parking staff.
 - f. User will contract all hotel rooming needs through the Commission's Housing Manager.
 - g. User will utilize the Commission's Medical Services Manager for all medical and/or trainer needs. A minimum of one (1) trainer must be on site for every four (4) full field in use.
 - h. User agrees to not bring onsite any outside food or beverage and utilize the Commission's Food and Beverage Manager.
 - i. User will coordinate all third party vendor needs through Commissions.

- 4. **Fees:** Commission agrees to host the aforementioned events on the indicated dates at the following rates:

USER FEES:

Date	Facility	Rate	Rental Fee
------	----------	------	------------

12/14/2024	EC3 Field Space (7:30-8:30pm) and Suite A Conference Room (7:00pm-9:00pm)	\$400.00	\$400.00
Total Days			1

Total Facility Rental Fees: \$400.00

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$400.00

CANCELLATION FEES:

1. User cancellation before 60 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 15 Days and 60 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation within 14 Days from the start of Event will result in loss of all Installments.

5. Rental Policy:

- a. For events occurring within 30 days of Agreement execution, User will pay a 100% deposit at time of contract execution.
- b. For events occurring within 60 days of Agreement execution, User will pay a 50% deposit at time of Agreement execution, with the balance due 30 days from event start date.
- c. For events occurring 60 days or more from Agreement execution, User will pay a 25% deposit at time of Agreement execution, 50% deposit 60 days from event start date and the balance due 30 days from event start date.

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$400.00	11/22/2024

6. **Weather Policy:** User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org. if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Campus Manager and the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" scenario.
 - b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
7. **Insurance Policy:** User will, at its sole cost and expense, and throughout the term of this Agreement, will obtain and continuously maintain in full force from during the time of this Agreement, the following insurance
 - a. Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) per occurrence
 - b. Commercial General Liability insurance of Four Million Dollars (\$4,000,000.00) aggregate
 - c. Automobile Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each accident combined single limit for any automobile.
 - d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously

maintain in full force and effect workers' Compensation Insurance in full compliance with the laws of the State of Indiana

- e. User shall furnish to the Commission a Certificate of Insurance verifying such coverage, listing the certificate holder as additional insured for the general liability and automobile liability coverages. The certificate holder on the Certificate of Insurance shall be as follows:
 - i. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
 - ii. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
 - iii. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074
8. **Housing Manager:** Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission
9. **Medical Services Manager:** Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
10. **Food and Beverage Manager:** Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
11. **Compliance with Campus and Grand Park Rules, Regulations and Policies:** User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus as well as for Grand Park generally. Copies of all such rules, regulations and policies are provided on GrandPark.org. Any updates or amendments will be provided to User prior to the Event.
12. **Other Users in Campus:** User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
13. **Non-assignment:** The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
14. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and any prior agreements, representations, statements, or negotiations dealing with the hosting of the vent and hereby superseded. This agreement cannot be modified other than in writing. However, such writing may consist of a memorandum of understanding, signed by both parties, which thereafter shall become part of the Facility Use Agreement.

This Grand Park Sports Campus Facility Use Agreement is hereby agreed to by:

COMMISSION:
WESTFIELD REDEVELOPMENT COMMISSION

USER:
Matthew Hyde

Matthew Trnian

Printed Name

DocuSigned by:
Matthew Trnian

Signature
958BB7EC34E4...

Matthew Hyde

Printed Name

Matthew Hyde

Signature
8810084CAB2483...

MR

Director of Grand Park

Title

11/20/2024

Date

Title

11/19/2024

Date



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/25/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **New Palestine High School** with a principal office address at **4485 S Victory Drive, New Palestine, IN 46163** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks, corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the ***New Palestine High School 2024 NPHS Football High School a Football Practice or Training***; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.

24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.

25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.

26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.

27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

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respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnian, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
New Palestine High School
4485 S Victory Drive,
New Palestine, IN 46163
Attn: Brian Murphy

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

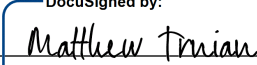
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

1CC986BB7EC34E4...
Signature

Director of Grand Park

Title

11/25/2024

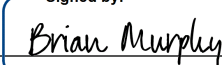
Date

USER:

New Palestine High School

Brian Murphy

Printed Name

Signed by:

AC32EEC3A402472...
Signature

Athletic Director

Title

11/25/2024

Date

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
11/26/2024	2:00 PM - 3:59 PM	2.0	EC 3	\$250.00	\$500.00
11/27/2024	2:00 PM - 3:59 PM	2.0	EC 3	\$250.00	\$500.00
Total Days					2

Total Facility Rental Fees: \$1,000.00

Discounts:

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$1,000.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$1,000.00	11/26/2024

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

EXCLUSIVE AGREEMENTS:

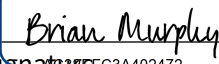
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: New Palestine High School

Brian Murphy

Printed Name

Signed by:


Signature

Athletic Director

Title

11/25/2024

Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: New Palestine High School

Brian Murphy

Printed Name

Signed by:

Brian Murphy

Signature

Athletic Director

Title

11/25/2024

Date

1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.

a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.

b. Vendors may be subject to penalty if not followed.
3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
6. Vendors must maintain the highest level of Grand Park appearance standards.
7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
9. Vendors must supply a COI before any load-in actions can take place.
10. No golf carts are allowed directly in front of the Grand Park Events Center.
11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: New Palestine High School

Brian Murphy

Printed Name

Signed by:

Brian Murphy

Signature

Athletic Director

Title

11/25/2024

Date

PARK GENERAL RULES:

- 1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
- 2. NO outside food and beverages.
- 3. NO gum or seeds allowed on fields.
- 4. NO wading, swimming, fishing, or ice skating
- 5. NO tobacco products, illegal drugs, or chemicals of any kind.
- 6. NO spectator coolers or containers of any size.
- 7. NO fireworks of any kind.
- 8. NO missile / projectile like objects.
- 9. NO glass bottles or aluminum cans.
- 10. NO air horns, Vuvuzelas or whistles of any kind.
- 11. NO skateboards, roller blades, roller skates, roller shoes, etc.
- 12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
- 13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
- 14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
- 15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
- 16. NO un-authorized Personal Training
- 17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

- 1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
- 2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
- 3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
- 4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

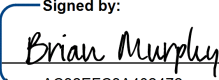
- 1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
- 2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
- 3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
- 4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: New Palestine High School

Brian Murphy

Printed Name

Signed by:


Signature

Athletic Director

Title

11/25/2024

Date

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

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thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074



GRAND PARK SPORTS CAMPUS
FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between the Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission") and **Westfield Washington Schools , 18250 N Union Street Westfield, IN 46074** ("User").

Grand Park Sports Campus agrees to provide the facilities and amenities described herein on the dates so indicated for the purposes of conducting the following event(s):

Event Name: **2024 WHS Football Practice**
Event Date(s) & Times: **See section 4 below**
Point of Contact: **Andy Tebbe**
Phone: **3178676816**
E-mail: **tebbea@wws.k12.in.us**

- 1. **Facilities:** Commission agrees to reserve the facilities outlined in Paragraph 4 to be used exclusively by the User for the operation of the listed event(s) and date(s).

- 2. **Commission Responsibilities:**
 - a. Commission will be responsible for mowing, lining and maintaining the facilities pursuant to the event standard and the layout information provided by the event host, no less than 14 days from the event.
 - b. Commission will maintain and furnish janitorial for all facilities.

- 3. **User Responsibilities:**
 - a. User will schedule all games, record all results, and manage all competition.
 - b. User will arrange and assign all referees and will handle all payments for such services.
 - c. User will provide a final event schedule no less than 14 days from the event.
 - d. User will provide a final event layout for field assignment and lining no less than 14 days from the event.
 - e. User will provide adequate staff to oversee all event activities, including but not limited to, on-field, volunteer and parking staff.
 - f. User will contract all hotel rooming needs through the Commission's Housing Manager.
 - g. User will utilize the Commission's Medical Services Manager for all medical and/or trainer needs. A minimum of one (1) trainer must be on site for every four (4) full field in use.
 - h. User agrees to not bring onsite any outside food or beverage and utilize the Commission's Food and Beverage Manager.
 - i. User will coordinate all third party vendor needs through Commissions.

- 4. **Fees:** Commission agrees to host the aforementioned events on the indicated dates at the following rates:

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
------	------	-------	----------	------	------------

11/25/2024	5:15 PM - 6:15 PM	1.0	EC 3	\$300.00	\$300.00
11/26/2024	4:30 PM - 6:15 PM	1.75	EC 3	\$300.00	\$525.00
11/28/2024	8:30 AM - 9:29 AM	1.0	EC 3	\$300.00	\$300.00
Total Days					3

Total Facility Rental Fees: \$1,125.00

Discount(s) Applied:

WHS Discount	(\$375.00)
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TOTAL USER FEES: \$750.00

CANCELLATION FEES:

- 1. User cancellation before 60 Days from start of Event will result in loss of Installment 1.
 - 2. User cancellation between 15 Days and 60 Days from start of Event will result in loss of Installment 1 and 2.
 - 3. User cancellation within 14 Days from the start of Event will result in loss of all Installments.
5. Rental Policy:
- a. For events occurring within 30 days of Agreement execution, User will pay a 100% deposit at time of contract execution.
 - b. For events occurring within 60 days of Agreement execution, User will pay a 50% deposit at time of Agreement execution, with the balance due 30 days from event start date.
 - c. For events occurring 60 days or more from Agreement execution, User will pay a 25% deposit at time of Agreement execution, 50% deposit 60 days from event start date and the balance due 30 days from event start date.

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$750.00	11/25/2024

6. **Weather Policy:** User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org. if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Campus Manager and the Commission will retain final determination as to the ability of the facility to support the Event.
- a. If the facility is unable to support the event due to an "Act of God" the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" scenario.
 - b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
7. **Insurance Policy:** User will, at its sole cost and expense, and throughout the term of this Agreement, will obtain and continuously maintain in full force from during the time of this Agreement, the following insurance
- a. Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) per occurrence
 - b. Commercial General Liability insurance of Four Million Dollars (\$4,000,000.00) aggregate
 - c. Automobile Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each accident combined single limit for any automobile.
 - d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously

maintain in full force and effect workers' Compensation Insurance in full compliance with the laws of the State of Indiana

- e. User shall furnish to the Commission a Certificate of Insurance verifying such coverage, listing the certificate holder as additional insured for the general liability and automobile liability coverages. The certificate holder on the Certificate of Insurance shall be as follows:
 - i. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
 - ii. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
 - iii. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074
8. **Housing Manager:** Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission
9. **Medical Services Manager:** Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
10. **Food and Beverage Manager:** Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
11. **Compliance with Campus and Grand Park Rules, Regulations and Policies:** User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus as well as for Grand Park generally. Copies of all such rules, regulations and policies are provided on GrandPark.org. Any updates or amendments will be provided to User prior to the Event.
12. **Other Users in Campus:** User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
13. **Non-assignment:** The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
14. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and any prior agreements, representations, statements, or negotiations dealing with the hosting of the vent and hereby superseded. This agreement cannot be modified other than in writing. However, such writing may consist of a memorandum of understanding, signed by both parties, which thereafter shall become part of the Facility Use Agreement.

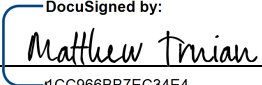
This Grand Park Sports Campus Facility Use Agreement is hereby agreed to by:

COMMISSION:
WESTFIELD REDEVELOPMENT COMMISSION

USER:
Westfield Washington Schools

Matthew Trnian

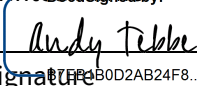
Printed Name

DocuSigned by:


Signature
FC066BB7EC34E4...

Andy Tebbe

Printed Name

DocuSigned by:


Signature
117F8B0D2AB24F8...

Athletic Director

Director of Grand Park

Title

11/25/2024

Date

Title

11/25/2024

Date



GRAND PARK SPORTS CAMPUS
FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between the Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission") and **Westfield Washington Schools , 18250 N Union Street Westfield, IN 46074** ("User").

Grand Park Sports Campus agrees to provide the facilities and amenities described herein on the dates so indicated for the purposes of conducting the following event(s):

Event Name: **2024 WHS Football Practice**
Event Date(s) & Times: **See section 4 below**
Point of Contact: **Andy Tebbe**
Phone: **3178676816**
E-mail: **tebbea@wws.k12.in.us**

- 1. **Facilities:** Commission agrees to reserve the facilities outlined in Paragraph 4 to be used exclusively by the User for the operation of the listed event(s) and date(s).

- 2. **Commission Responsibilities:**
 - a. Commission will be responsible for mowing, lining and maintaining the facilities pursuant to the event standard and the layout information provided by the event host, no less than 14 days from the event.
 - b. Commission will maintain and furnish janitorial for all facilities.

- 3. **User Responsibilities:**
 - a. User will schedule all games, record all results, and manage all competition.
 - b. User will arrange and assign all referees and will handle all payments for such services.
 - c. User will provide a final event schedule no less than 14 days from the event.
 - d. User will provide a final event layout for field assignment and lining no less than 14 days from the event.
 - e. User will provide adequate staff to oversee all event activities, including but not limited to, on-field, volunteer and parking staff.
 - f. User will contract all hotel rooming needs through the Commission's Housing Manager.
 - g. User will utilize the Commission's Medical Services Manager for all medical and/or trainer needs. A minimum of one (1) trainer must be on site for every four (4) full field in use.
 - h. User agrees to not bring onsite any outside food or beverage and utilize the Commission's Food and Beverage Manager.
 - i. User will coordinate all third party vendor needs through Commissions.

- 4. **Fees:** Commission agrees to host the aforementioned events on the indicated dates at the following rates:

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
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11/25/2024	5:15 PM - 6:15 PM	1.0	EC 3	\$300.00	\$300.00
11/26/2024	4:30 PM - 6:15 PM	1.75	EC 3	\$300.00	\$525.00
11/28/2024	8:30 AM - 9:29 AM	1.0	EC 3	\$300.00	\$300.00
Total Days					3

Total Facility Rental Fees: \$1,125.00

Discount(s) Applied:

WHS Discount	(\$375.00)
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TOTAL USER FEES: \$750.00

CANCELLATION FEES:

1. User cancellation before 60 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 15 Days and 60 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation within 14 Days from the start of Event will result in loss of all Installments.

5. Rental Policy:

- a. For events occurring within 30 days of Agreement execution, User will pay a 100% deposit at time of contract execution.
- b. For events occurring within 60 days of Agreement execution, User will pay a 50% deposit at time of Agreement execution, with the balance due 30 days from event start date.
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PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$750.00	11/25/2024

6. **Weather Policy:** User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org. if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Campus Manager and the Commission will retain final determination as to the ability of the facility to support the Event.
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 - a. Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) per occurrence
 - b. Commercial General Liability insurance of Four Million Dollars (\$4,000,000.00) aggregate
 - c. Automobile Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each accident combined single limit for any automobile.
 - d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously

maintain in full force and effect workers' Compensation Insurance in full compliance with the laws of the State of Indiana

- e. User shall furnish to the Commission a Certificate of Insurance verifying such coverage, listing the certificate holder as additional insured for the general liability and automobile liability coverages. The certificate holder on the Certificate of Insurance shall be as follows:
 - i. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
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11. **Compliance with Campus and Grand Park Rules, Regulations and Policies:** User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus as well as for Grand Park generally. Copies of all such rules, regulations and policies are provided on GrandPark.org. Any updates or amendments will be provided to User prior to the Event.
12. **Other Users in Campus:** User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
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14. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and any prior agreements, representations, statements, or negotiations dealing with the hosting of the vent and hereby superseded. This agreement cannot be modified other than in writing. However, such writing may consist of a memorandum of understanding, signed by both parties, which thereafter shall become part of the Facility Use Agreement.

This Grand Park Sports Campus Facility Use Agreement is hereby agreed to by:

COMMISSION:
WESTFIELD REDEVELOPMENT COMMISSION

USER:
Westfield Washington Schools

Matthew Trnian
Printed Name
DocuSigned by:
Matthew Trnian
Signature

Andy Tebbe
Printed Name
DocuSigned by:
Andy Tebbe
Signature
Athletic Director

Director of Grand Park
Title
11/25/2024
Date

Title
11/25/2024
Date



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/22/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **3 Step Sports LLC dba The Academy Volleyball** with a principal office address at **300 Brickstone Square, Andover , MA 01810** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks , corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **3 Step Sports LLC dba The Academy Volleyball 2025 Boys Winter Invitational a Volleyball Tournament**; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

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and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

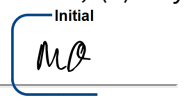
- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
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 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.

24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.

25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.

26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.

27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

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respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:	With a copy to: (which will not constitute notice)
Westfield Redevelopment Commission	Taft
c/o Grand Park Sports Campus	One Indiana Square, Suite 3500
19000 Grand Park Boulevard, Suite A	Indianapolis, IN 46204
Westfield, Indiana 46074	Attn: Cam Starnes, Partner
Attn: Matthew Trnjan, Director of Grand Park	

User:	With a copy to:
3 Step Sports LLC dba The Academy Volleyball	_____
300 Brickstone Square,	_____
Andover , MA 01810	_____
Attn: Michael Ortman	Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

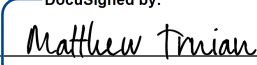
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

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Signature

Director of Grand Park

Title

12/2/2024

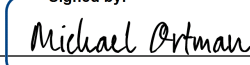
Date

USER:

3 Step Sports LLC dba The Academy Volleyball

Michael Ortman

Printed Name

Signed by:

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Signature

Director of Events and Operations

Title

12/2/2024

Date

USER FEES:

Date	Time	Facility
2/13/ 2025	5:00 PM - 11:59 PM	EC 2
2/13/2025	9:00 PM - 11:59 PM	EC 1
2/13/2025	9:00 PM - 11:59 PM	EC 3
2/14/2025- 2/17/2025	all day	Full Facility Rental
Total Days		5

Total Facility Rental Fees: \$70,000.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 3, 35%	\$24,500.00	11/25/2024
Installment 2 of 3, 40%	\$28,000.00	12/13/2024
Installment 3 of 3, 25%	\$17,500.00	1/13/2025
Post Event, TBD	\$0.00	3/13/2025

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

EXCLUSIVE AGREEMENTS:

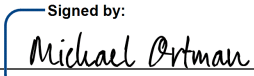
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
 - 1. The following rebate split has been approved by the Commission:
 - 1. \$7.00 to the User
 - 2. \$10.00 to the Commission
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: 3 Step Sports LLC dba The Academy Volleyball

Michael Ortman

Printed Name

Signed by:


Signature

Director of Events and Operations

Title

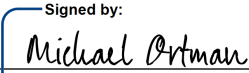
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Date

PREPARATION REQUIREMENTS: N/A

USER: 3 Step Sports LLC dba The Academy Volleyball

Michael Ortman
Printed Name

Signed by:

Signature

Director of Events and Operations
Title

12/2/2024
Date

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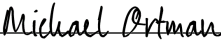
- 1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
- 2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
- 3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
- 4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
- 5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
- 6. Vendors must maintain the highest level of Grand Park appearance standards.
- 7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
- 8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
- 9. Vendors must supply a COI before any load-in actions can take place.
- 10. No golf carts are allowed directly in front of the Grand Park Events Center.
- 11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
- 12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: 3 Step Sports LLC dba The Academy Volleyball

Michael Ortman
Printed Name

Director of Events and Operations
Title

Signed by:

Signature

12/2/2024
Date

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Initials

PARK GENERAL RULES:

1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
2. NO outside food and beverages.
3. NO gum or seeds allowed on fields.
4. NO wading, swimming, fishing, or ice skating
5. NO tobacco products, illegal drugs, or chemicals of any kind.
6. NO spectator coolers or containers of any size.
7. NO fireworks of any kind.
8. NO missile / projectile like objects.
9. NO glass bottles or aluminum cans.
10. NO air horns, Vuvuzelas or whistles of any kind.
11. NO skateboards, roller blades, roller skates, roller shoes, etc.
12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
16. NO un-authorized Personal Training
17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
4. Concessions will be closed throughout the delay

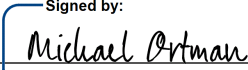
Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: 3 Step Sports LLC dba The Academy Volleyball

Michael Ortman

Printed Name

Signed by:



Signature

Director of Events and Operations

Title

12/2/2024

Date

EXHIBIT A

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

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GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 12/3/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **Cathedral High School** with a principal office address at , , ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks , corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **Cathedral High School 2025 Cathedral Winter Boys Lax Practices a Lacrosse Practice or Training**; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth ins sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.

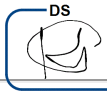
- a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

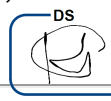
tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any


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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.
24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.
25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.
26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.
27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with


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respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:	With a copy to: (which will not constitute notice)
Westfield Redevelopment Commission	Taft
c/o Grand Park Sports Campus	One Indiana Square, Suite 3500
19000 Grand Park Boulevard, Suite A	Indianapolis, IN 46204
Westfield, Indiana 46074	Attn: Cam Starnes, Partner
Attn: Matthew Trnjan, Director of Grand Park	

User:	With a copy to:
Cathedral High School	_____
,	_____
,	_____
Attn: Kevin Sheddy	Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

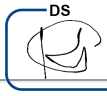
30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act


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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

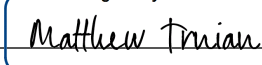
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

Signature

Director of Grand Park

Title

12/4/2024

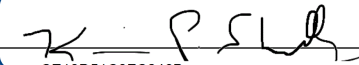
Date

USER:

Cathedral High School

Kevin Sheddy

Printed Name

DocuSigned by:

Signature

Cathedral Boyz Lacrosse

Title

12/3/2024

Date

USER FEES, PAYMENT SCHEDULE AND CANCELLATION FEES

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
1/13/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
1/15/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
1/20/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
1/22/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
1/27/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
1/29/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/3/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/5/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/10/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/11/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/18/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/19/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/24/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
2/26/2025	9:00 PM - 9:59 PM	1.0	EC 3	\$300.00	\$300.00
Total Days					14

Total Facility Rental Fees: \$4,200.00

Discounts:

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$4,200.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$4,200.00	12/13/2024

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

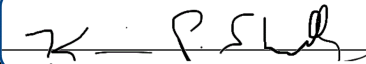
EXCLUSIVE AGREEMENTS:

- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: Cathedral High School

Kevin Sheddy
Printed Name

DocuSigned by:

Signature

Cathedral Boyz Lacrosse
Title

12/3/2024
Date

PREPARATION REQUIREMENTS:

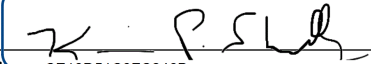
Items/Package	Qty	Price	Total
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USER: Cathedral High School

Kevin Sheddy

Printed Name

DocuSigned by:



Signature

Cathedral Boyz Lacrosse

Title

12/3/2024

Date

SCHEDULE IV – CAMPUS USE AGREEMENT

VENDOR ACKNOWLEDGEMENT FORM

1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
6. Vendors must maintain the highest level of Grand Park appearance standards.
7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
9. Vendors must supply a COI before any load-in actions can take place.
10. No golf carts are allowed directly in front of the Grand Park Events Center.
11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Cathedral High School

Kevin Sheddy

Printed Name

Cathedral Boyz Lacrosse

Title

DocuSigned by:


Signature

12/3/2024

Date

SCHEDULE V – CAMPUS USE AGREEMENT
RULES, REGULATIONS AND POLICIES ACKNOWLEDGEMENT FORM

PARK GENERAL RULES:

1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
2. NO outside food and beverages.
3. NO gum or seeds allowed on fields.
4. NO wading, swimming, fishing, or ice skating
5. NO tobacco products, illegal drugs, or chemicals of any kind.
6. NO spectator coolers or containers of any size.
7. NO fireworks of any kind.
8. NO missile / projectile like objects.
9. NO glass bottles or aluminum cans.
10. NO air horns, Vuvuzelas or whistles of any kind.
11. NO skateboards, roller blades, roller skates, roller shoes, etc.
12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
16. NO un-authorized Personal Training
17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Cathedral High School

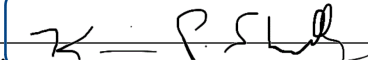
Kevin Sheddy

Printed Name

Cathedral Boyz Lacrosse

Title

DocuSigned by:


Signature

12/3/2024

Date

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

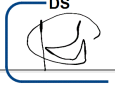
Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

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thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonably deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

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GRAND PARK CAMPUS USE AGREEMENT

This Campus Use Agreement ("Agreement") is made 11/4/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **The Cisco Companies** with a principal office address at **602 North Shortridge Road, Indianapolis, IN 46219** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks, corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for this proposed use, the The Cisco Companies 2025 Cisco Trade Show event (the "Permitted Use") pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to insure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.
3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that

another Event will result in enhanced return on investment for the Campus.

4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit"). Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus.
 - c. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Fees associated with utility usage are set forth in the Grand Park Event Guide, which is made available on the Grand Park website or by request a copy may be provided by the Commission.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Client Services Manager and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User

9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan is made available on the Grand Park website or by request a copy may be provided by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" scenario.
 - b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission who will obtain the necessary insurance certificates and waivers from the vendor. User must sign-off on the Grand Park Event Guide confirming the User understands and agrees to the rules and regulations regarding the operations of vendors on the campus.
12. Event Reporting: Upon the completion of the Event, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
14. Medical Services Manager: Commission has designated Westfield Fire Department to manage all medical services for the Commission and the Campus. The requirement for medical services will be determined on a one (1) EMT per 2,500

attendees. The number of attendees will be determined by an anticipated hourly attendance. The Commission in their sole discretion will determine the anticipated hourly attendance via input provided by the User. The type and degree of medical services required to support the Event will depend on the permitted use and the Licensed Area. All medical service arrangements must be coordinated with and approved by Commission and, when required, by the Westfield Fire Department.

15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use (a) any equipment, facilities or other personal property other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), or (b) any equipment, facilities or tools located in or about the Licensed Area or the Campus, without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.
17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for

the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food or beverages in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event, if requested.) Any and all third-party vendors must be permitted and approved through the Commission.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event.
24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within Grand Park, as long as such signage is not promotional in any manner and such locations have been approved by the Campus Manager. The User will neither engage in, nor permit any soliciting in the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.
25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.
26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The requirement for security will be determined on a one (1) officer per 2,500 attendees. The number of attendees will be determined by an anticipated hourly attendance. The Commission in their sole discretion will determine the anticipated hourly attendance via input provided by the User. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.
27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will

obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnjan, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500,
Indianapolis, Indiana 46204
Attn: Cam Starnes, Partner

User:
The Cisco Companies
602 North Shortridge Road,
Indianapolis, IN 46219
Attn: Chelsea Berkery

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission and the City under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. Depending upon the Permitted Use and the Event, the Commission may require that User obtain from each person participating in the Event (or the Event participant's parent or guardian if participant is under the age of 18 years), a signed release and waiver of liability in the form adopted by the Commission for the Campus.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform

adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.

32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating

any employment or agency relationship, partnership or joint venture between User and the Commission.

37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

WESTFIELD REDEVELOPMENT COMMISSION
Matthew Trnian

Printed Name

DocuSigned by:

Matthew Trnian

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Signature

Director, Grand Park

Title

11/22/2024

Date

USER:

The Cisco Companies
Chelsea Berkery

Printed Name

DocuSigned by:

Chelsea Berkery

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Signature

Marketing Manager

Title

11/12/2024

Date

SCHEDULE I – CAMPUS USE AGREEMENT USER FEES, PAYMENT SCHEDULE AND CANCELLATION FEES

USER FEES:

Date	Time	Hours	Facility	Usage	Rate	Rental Fee
9/29/2025	-	1.0	EC 2	Load in	\$3,500.00	\$3,500.00
9/29/2025	-	1.0	Suite D Conference Room		\$250.00	\$250.00
9/30/2025	-	1.0	EC 2	Load in	\$3,500.00	\$3,500.00
9/30/2025	-	1.0	Suite D Conference Room		\$250.00	\$250.00
10/1/2025	-	1.0	EC 2		\$3,500.00	\$3,500.00
10/1/2025	-	1.0	Suite D Conference Room		\$250.00	\$250.00
10/2/2025	-	1.0	EC 2		\$3,500.00	\$3,500.00
10/2/2025	-	1.0	Suite D Conference Room		\$250.00	\$250.00
Total Days						4

Total Facility Rental Fees: \$13,250.00

*Full day operational hours are designated from 6:00 AM - 10:00 PM each day. Any hours consumed by User outside of the designated operational hours will be billed separately per the rate card.

Discounts:

Load In Discount (25%)	\$1,750.00
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Additional Fees (Schedule III):

Department	Total
Event Production	\$31,500.00

TOTAL USER FEES: \$44,750.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 4, 10%	\$4,475.00	11/22/2024
Installment 2 of 4, 25%	\$11,187.50	2/28/2025

Installment 3 of 4, 40%	\$17,900.00	7/31/2025
Installment 4 of 4, 25%	\$11,187.50	8/29/2025
Post Event, TBD	\$0.00	11/3/2025

CANCELLATION FEES:

- 1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
- 2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2
- 3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3
- 4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

USER: The Cisco Companies
Chelsea Berkery

Marketing Manager

Printed Name
Chelsea Berkery
Signature

Title
11/12/2024
Date

SCHEDULE II – CAMPUS USE AGREEMENT
EXCLUSIVE AGREEMENTS FOR GOODS AND/OR SERVICES

EXCLUSIVE AGREEMENTS:

- 1. Beverage Sales Agreement with CCBCC Operations, LLC (Coca-Cola)"
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Legacy Sports Group - Third Party Vendor Management
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

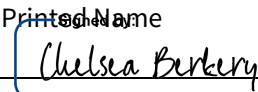
USER: The Cisco Companies
Chelsea Berkery

Marketing Manager

Printed Name

Title

11/12/2024



Signature

Date

SCHEDULE III – CAMPUS USE AGREEMENT
LICENSED SPACE PREPARATION REQUIREMENTS

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
Full Field of Flooring SQFT Range: 52,250 - 75,000	1	\$30,000.00	\$30,000.00
GPEC Wi-Fi Access	1	\$500.00	\$500.00
GPEC Wi-Fi Access	1	\$500.00	\$500.00
GPEC Wi-Fi Access	1	\$500.00	\$500.00

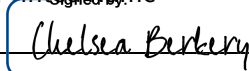
USER: The Cisco Companies
Chelsea Berkery

Marketing Manager

Printed Name

Title

11/12/2024


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Date

Signature

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence
Four Million Dollars (\$4,000,000.00) aggregate
The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonably deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

- 1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
- 2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
- 3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

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11/12/2024

Initial


11/22/2024

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EXCLUSIVE AGREEMENTS ADDENDUM TO
GRAND PARK CAMPUS USE AGREEMENT

This Addendum to Grand Park Use Agreement ("Addendum") is entered into on Monday, November 4, 2024 by and between the Westfield Redevelopment Commission ("Commission") and The Cisco Companies ("User") as an addendum to that certain Grand Park Campus Use Agreement entitled "Signed Contract Name" by and between the Commission and the User (the "Use Agreement").

RECITALS

User and Commission have entered into the Use Agreement.

User has requested and Commission has agreed to amend the Use Agreement, subject to the terms and conditions set forth below, to release the User from certain provisions in the Use Agreement concerning the exclusive agreements for goods and/or services.

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

- The following Exclusive Agreement(s) will not apply to the Use Agreement:
 - 1. Paragraph 13, Housing Manager
 - The "Housing Manager" clause will apply exclusively to hotel and housing arrangements for Cisco Seeds vendors. Cisco Seeds event attendees, executives, employees, and contractors are excepted from this clause and are not required to utilize the Housing Manager.
- The Commission's approval of this Addendum is subject to the following conditions:
 - not applicable

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the date first written above.

COMMISSION:

USER:

WESTFIELD REDEVELOPMENT COMMISSION

The Cisco Companies

Matthew Trnian

Chelsea Berkery

Printed Name

Printed Name

DocuSigned by:

Signed by:

Matthew Trnian

Chelsea Berkery

Signature

Signature

Director, Grand Park

Marketing Manager

Title

Title

DS
WT

Initial
BH

11/12/2024

11/22/2024



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/12/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **Columbia College Athletics** with a principal office address at **1001 Rogers Street, Colombia, MO 65216** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks, corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **Columbia College Athletics 2025 Colombia College Men's Lacrosse - match vs Concordia Ann-Arbor a Lacrosse Games**; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.

- a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.
24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.
25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.
26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.
27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with


 Initials

respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnjan, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
Columbia College Athletics
1001 Rogers Street,
Colombia, MO 65216
Attn: Cindy Potter

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:
Matthew Trnian
1CC966BB7EC34E4...
Signature

Director of Grand Park

Title

11/20/2024

Date

USER:

Columbia College Athletics

Cindy Potter

Printed Name

DocuSigned by:
Cindy Potter
19CE32D003F684F1...
Signature

Director of Athletics

Title

11/13/2024

Date

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
2/28/2025	11:30 AM - 3:29 PM	4.0	EC 2	\$300.00	\$1,200.00
Total Days					1

Total Facility Rental Fees: \$1,200.00

Discounts:

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$1,200.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 2, 10% Deposit	\$120.00	11/22/2024
Installment 2 of 2	\$1,080.00	1/28/2025
Post Event, TBD	\$0.00	3/28/2025

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

EXCLUSIVE AGREEMENTS:

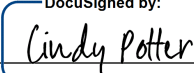
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: Columbia College Athletics

Cindy Potter

Printed Name

DocuSigned by:


Signature

Director of Athletics

Title

11/13/2024

Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: Columbia College Athletics

Cindy Potter

Printed Name

DocuSigned by:

Cindy Potter

Signature

Director of Athletics

Title

11/13/2024

Date

- 1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
- 2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
- 3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
- 4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
- 5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
- 6. Vendors must maintain the highest level of Grand Park appearance standards.
- 7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
- 8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
- 9. Vendors must supply a COI before any load-in actions can take place.
- 10. No golf carts are allowed directly in front of the Grand Park Events Center.
- 11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
- 12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Columbia College Athletics

Cindy Potter
Printed Name

DocuSigned by:

Signature

Director of Athletics
Title

11/13/2024
Date

**SCHEDULE V – CAMPUS USE AGREEMENT
RULES, REGULATIONS AND POLICIES ACKNOWLEDGEMENT FORM**

PARK GENERAL RULES:

1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
2. NO outside food and beverages.
3. NO gum or seeds allowed on fields.
4. NO wading, swimming, fishing, or ice skating
5. NO tobacco products, illegal drugs, or chemicals of any kind.
6. NO spectator coolers or containers of any size.
7. NO fireworks of any kind.
8. NO missile / projectile like objects.
9. NO glass bottles or aluminum cans.
10. NO air horns, Vuvuzelas or whistles of any kind.
11. NO skateboards, roller blades, roller skates, roller shoes, etc.
12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
16. NO un-authorized Personal Training
17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

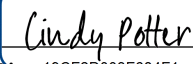
1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Columbia College Athletics

Cindy Potter

Printed Name

DocuSigned by:

Signature

Director of Athletics

Title

11/13/2024

Date

**CAMPUS USE AGREEMENT
INSURANCE REQUIREMENTS**

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonably deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

Initial
BH

11/18/2024

DS
Wk

11/13/2024

DS
CP
Initials



GRAND PARK SPORTS CAMPUS
FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between the Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission") and **Indiana Land Improvement Contractors Association, PO Box 425 Freancesville, IN 47946** ("User").

Grand Park Sports Campus agrees to provide the facilities and amenities described herein on the dates so indicated for the purposes of conducting the following event(s):

Event Name: **2025 Indiana Land Improvement Contractors - Board Meeting**
Event Date(s) & Times: **See section 4 below**
Point of Contact: **Nanci Gutwein**
Phone:
E-mail: **indianalica@gmail.com**

- 1. **Facilities:** Commission agrees to reserve the facilities outlined in Paragraph 4 to be used exclusively by the User for the operation of the listed event(s) and date(s).

- 2. **Commission Responsibilities:**
 - a. Commission will be responsible for mowing, lining and maintaining the facilities pursuant to the event standard and the layout information provided by the event host, no less than 14 days from the event.
 - b. Commission will maintain and furnish janitorial for all facilities.

- 3. **User Responsibilities:**
 - a. User will schedule all games, record all results, and manage all competition.
 - b. User will arrange and assign all referees and will handle all payments for such services.
 - c. User will provide a final event schedule no less than 14 days from the event.
 - d. User will provide a final event layout for field assignment and lining no less than 14 days from the event.
 - e. User will provide adequate staff to oversee all event activities, including but not limited to, on-field, volunteer and parking staff.
 - f. User will contract all hotel rooming needs through the Commission's Housing Manager.
 - g. User will utilize the Commission's Medical Services Manager for all medical and/or trainer needs. A minimum of one (1) trainer must be on site for every four (4) full field in use.
 - h. User agrees to not bring onsite any outside food or beverage and utilize the Commission's Food and Beverage Manager.
 - i. User will coordinate all third party vendor needs through Commissions.

- 4. **Fees:** Commission agrees to host the aforementioned events on the indicated dates at the following rates:

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
------	------	-------	----------	------	------------

12/7/2024	10:00 AM - 11:59 AM	1.0	Suite D Conference Room	\$250.00	\$250.00
Total Days					1

Total Facility Rental Fees: \$250.00

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$250.00

CANCELLATION FEES:

1. User cancellation before 60 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 15 Days and 60 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation within 14 Days from the start of Event will result in loss of all Installments.

5. Rental Policy:

- a. For events occurring within 30 days of Agreement execution, User will pay a 100% deposit at time of contract execution.
- b. For events occurring within 60 days of Agreement execution, User will pay a 50% deposit at time of Agreement execution, with the balance due 30 days from event start date.
- c. For events occurring 60 days or more from Agreement execution, User will pay a 25% deposit at time of Agreement execution, 50% deposit 60 days from event start date and the balance due 30 days from event start date.

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 1	\$250.00	12/6/2024

6. **Weather Policy:** User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org. if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Campus Manager and the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" scenario.
 - b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
7. **Insurance Policy:** User will, at its sole cost and expense, and throughout the term of this Agreement, will obtain and continuously maintain in full force from during the time of this Agreement, the following insurance
 - a. Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) per occurrence
 - b. Commercial General Liability insurance of Four Million Dollars (\$4,000,000.00) aggregate
 - c. Automobile Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each accident combined single limit for any automobile.
 - d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana
 - e. User shall furnish to the Commission a Certificate of Insurance verifying such coverage, listing the certificate

holder as additional insured for the general liability and automobile liability coverages. The certificate holder on the Certificate of Insurance shall be as follows:

- i. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
- ii. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
- iii. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

8. **Housing Manager:** Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission
9. **Medical Services Manager:** Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
10. **Food and Beverage Manager:** Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
11. **Compliance with Campus and Grand Park Rules, Regulations and Policies:** User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus as well as for Grand Park generally. Copies of all such rules, regulations and policies are provided on GrandPark.org. Any updates or amendments will be provided to User prior to the Event.
12. **Other Users in Campus:** User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
13. **Non-assignment:** The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
14. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and any prior agreements, representations, statements, or negotiations dealing with the hosting of the vent and hereby superseded. This agreement cannot be modified other than in writing. However, such writing may consist of a memorandum of understanding, signed by both parties, which thereafter shall become part of the Facility Use Agreement.

This Grand Park Sports Campus Facility Use Agreement is hereby agreed to by:

COMMISSION:
WESTFIELD REDEVELOPMENT COMMISSION

USER:
Indiana Land Improvement Contractors Association

Matthew Trnian
Printed Name
DocuSigned by:
Matthew Trnian
Signature

Nanci Gutwein
Printed Name
Nanci Gutwein
Signature
wein

Director of Grand Park
Title
12/4/2024
Date

Title
12/3/2024
Date

Initial
BT

DS
Wk

12/4/2024 12/4/2024



GRAND PARK SPORTS CAMPUS FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between the Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission") and **Prep Baseball Report (PBR), 11552 Ridge Valley Ct Zionsville, IN 46077** ("User").

Grand Park Sports Campus agrees to provide the facilities and amenities described herein on the dates so indicated for the purposes of conducting the following event(s):

Event Name: **2025 PBR Office Space Rental**

Event Date(s) & Times: **See section 4 below**

Point of Contact: **Matt Saba**

E-mail: **msaba@bullpenathletics.com**

1. **Facilities:** Commission agrees to reserve the facilities outlined in Paragraph 4 to be used exclusively by the User for the operation of the listed event(s) and date(s).
2. **Commission Responsibilities:**
 - a. Commission will be responsible for mowing, lining and maintaining the facilities pursuant to the event standard and the layout information provided by the event host, no less than 14 days from the event.
 - b. Commission will maintain and furnish janitorial for all facilities.
3. **User Responsibilities:**
 - a. User will schedule all games, record all results, and manage all competition.
 - b. User will arrange and assign all referees and will handle all payments for such services.
 - c. User will provide a final event schedule no less than 14 days from the event.
 - d. User will provide a final event layout for field assignment and lining no less than 14 days from the event.
 - e. User will provide adequate staff to oversee all event activities, including but not limited to, on-field, volunteer and parking staff.
 - f. User will contract all hotel rooming needs through the Commission's Housing Manager.
 - g. User will utilize the Commission's Medical Services Manager for all medical and/or trainer needs. A minimum of one (1) trainer must be on site for every four (4) full field in use.
 - h. User agrees to not bring onsite any outside food or beverage and utilize the Commission's Food and Beverage Manager.
 - i. User will coordinate all third party vendor needs through Commissions.

4. **Fees:** Commission agrees to host the aforementioned events on the indicated dates at the following rates:

USER FEES:

Date	Facility	Rate	Rental Fee
1/1/2025-1/31/2025	G/H Office	\$2,904.16	\$2,904.16

1/1/2025-1/31/2025	Suite I	\$785.83	\$785.83
2/1/2025-2/28/2025	G/H Office	\$2,904.16	\$2,904.16
2/1/2025-2/28/2025	Suite I	\$785.83	\$785.83
3/1/2025-3/31/2025	G/H Office	\$2,904.16	\$2,904.16
3/1/2025-3/31/2025	Suite I	\$785.83	\$785.83
4/1/2025-4/30/2025	G/H Office	\$2,904.16	\$2,904.16
4/1/2025-4/30/2025	Suite I	\$785.83	\$785.83
5/1/2025-5/31/2025	G/H Office	\$2,904.16	\$2,904.16
5/1/2025-5/31/2025	Suite I	\$785.83	\$785.83
6/1/2025-6/30/2025	G/H Office	\$2,904.16	\$2,904.16
6/1/2025-6/30/2025	Suite I	\$785.83	\$785.83
9/1/2025-9/30/2025	G/H Office	\$2,904.16	\$2,904.16
9/1/2025-9/30/2025	Suite I	\$785.83	\$785.83
10/1/2025-10/31/2025	G/H Office	\$2,904.16	\$2,904.16
10/1/2025-10/31/2025	Suite I	\$785.83	\$785.83
11/1/2025-11/30/2025	G/H Office	\$2,904.16	\$2,904.16
11/1/2025-11/30/2025	Suite I	\$785.83	\$785.83
12/1/2025-12/31/2025	G/H Office	\$2,904.16	\$2,904.16
12/1/2025-12/31/2025	Suite I	\$785.83	\$785.83
Total Days			10

Total Facility Rental Fees: \$36,899.90

Additional Fees (Schedule III): n/a

Department	Total
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TOTAL USER FEES: \$36,899.90

CANCELLATION FEES:

1. User cancellation before 60 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 15 Days and 60 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation within 14 Days from the start of Event will result in loss of all Installments.

5. Rental Policy:

- a. For events occurring within 30 days of Agreement execution, User will pay a 100% deposit at time of contract execution.
- b. For events occurring within 60 days of Agreement execution, User will pay a 50% deposit at time of Agreement execution, with the balance due 30 days from event start date.
- c. For events occurring 60 days or more from Agreement execution, User will pay a 25% deposit at time of Agreement execution, 50% deposit 60 days from event start date and the balance due 30 days from event start date.

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
January Installment	\$3,689.99	12/31/2024
February Installment	\$3,689.99	1/31/2025

March Installment	\$3,689.99	2/28/2025
April Installment	\$3,689.99	3/31/2025
May Installment	\$3,689.99	4/30/2025
June Installment	\$3,689.99	5/31/2025
September Installment	\$3,689.99	8/31/2025
October Installment	\$3,689.99	9/30/2025
November Installment	\$3,689.99	10/31/2025
December Installment	\$3,689.99	11/30/2025

6. **Weather Policy:** User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org. if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Campus Manager and the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" scenario.
 - b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
7. **Insurance Policy:** User will, at its sole cost and expense, and throughout the term of this Agreement, will obtain and continuously maintain in full force from during the time of this Agreement, the following insurance
 - a. Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) per occurrence
 - b. Commercial General Liability insurance of Four Million Dollars (\$4,000,000.00) aggregate
 - c. Automobile Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each accident combined single limit for any automobile.
 - d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana
 - e. User shall furnish to the Commission a Certificate of Insurance verifying such coverage, listing the certificate holder as additional insured for the general liability and automobile liability coverages. The certificate holder on the Certificate of Insurance shall be as follows:
 - i. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
 - ii. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
 - iii. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074
8. **Housing Manager:** Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission
9. **Medical Services Manager:** Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.

10. **Food and Beverage Manager:** Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
11. **Compliance with Campus and Grand Park Rules, Regulations and Policies:** User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus as well as for Grand Park generally. Copies of all such rules, regulations and policies are provided on GrandPark.org. Any updates or amendments will be provided to User prior to the Event.
12. **Other Users in Campus:** User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
13. **Non-assignment:** The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
14. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and any prior agreements, representations, statements, or negotiations dealing with the hosting of the vent and hereby superseded. This agreement cannot be modified other than in writing. However, such writing may consist of a memorandum of understanding, signed by both parties, which thereafter shall become part of the Facility Use Agreement.

This Grand Park Sports Campus Facility Use Agreement is hereby agreed to by:

COMMISSION:
WESTFIELD REDEVELOPMENT COMMISSION

USER:
Prep Baseball Report (PBR)

Matthew Trnian
Printed Name

Matt Saba
Printed Name

DocuSigned by:
Matthew Trnian
Signature

Matt Saba
Signature

Director of Grand Park
Title

Vice President, CFO
Title

12/4/2024
Date

12/4/2024
Date



GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 10/25/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **The Kicking Coach, LLC** with a principal office address at **2415 W Dakin St. , Chicago , IL 40618** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks , corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the ***The Kicking Coach, LLC 2025 The Kicking Coach Camps a Football Camp***, pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
-
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
 7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
 8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
 9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
 10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.
 - a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.
24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.
25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.
26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.
27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnjan, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
The Kicking Coach, LLC
2415 W Dakin St. ,
Chicago , IL 40618
Attn: Filip Filipovic

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

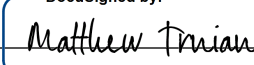
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

Signature

Director of Grand Park

Title

11/12/2024

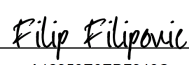
Date

USER:

The Kicking Coach, LLC

Filip Filipovic

Printed Name

DocuSigned by:

Signature

Owner

Title

11/7/2024

Date

USER FEES:

Date	Time	Hours	Facility	Rate	Rental Fee
3/22/2025	5:30 PM - 10:29 PM	5.0	EC 3	\$300.00	\$1,500.00
6/22/2025	9:00 AM - 5:59 PM	9.0	Field 8	\$150.00	\$1,350.00
Total Days					2

Total Facility Rental Fees: \$2,850.00

Discounts:

Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$2,850.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 3, 10%	\$285.00	11/4/2024
Installment 2 of 3, 65%	\$1,852.50	1/22/2025
Installment 3 of 3, 25%	\$712.50	2/21/2025
Post Event, TBD	\$0.00	7/21/2025

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

EXCLUSIVE AGREEMENTS:

- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: The Kicking Coach, LLC

Filip Filipovic
Printed Name

DocuSigned by:
Filip Filipovic
Signature

Owner
Title

11/7/2024
Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: The Kicking Coach, LLC

Filip Filipovic

Printed Name

DocuSigned by:

Filip Filipovic

Signature

Owner

Title

11/7/2024

Date

- 1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
- 2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
- 3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
- 4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
- 5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
- 6. Vendors must maintain the highest level of Grand Park appearance standards.
- 7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
- 8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
- 9. Vendors must supply a COI before any load-in actions can take place.
- 10. No golf carts are allowed directly in front of the Grand Park Events Center.
- 11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
- 12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: The Kicking Coach, LLC

Filip Filipovic
Printed Name

DocuSigned by:
Filip Filipovic
Signature

Owner
Title

11/7/2024
Date

PARK GENERAL RULES:

- 1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
- 2. NO outside food and beverages.
- 3. NO gum or seeds allowed on fields.
- 4. NO wading, swimming, fishing, or ice skating
- 5. NO tobacco products, illegal drugs, or chemicals of any kind.
- 6. NO spectator coolers or containers of any size.
- 7. NO fireworks of any kind.
- 8. NO missile / projectile like objects.
- 9. NO glass bottles or aluminum cans.
- 10. NO air horns, Vuvuzelas or whistles of any kind.
- 11. NO skateboards, roller blades, roller skates, roller shoes, etc.
- 12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
- 13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
- 14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
- 15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
- 16. NO un-authorized Personal Training
- 17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

- 1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
- 2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
- 3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
- 4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

- 1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
- 2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
- 3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
- 4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: The Kicking Coach, LLC

Filip Filipovic

Printed Name

DocuSigned by:
Filip Filipovic

Signature

Owner

Title

11/7/2024

Date

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

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11/8/2024

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GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/5/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **USA Gymnastics Region 5** with a principal office address at **8030 East Paris Ave SE, Caledonia , MI 49316** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks , corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **USA Gymnastics Region 5 2025 USA Gymnastics Region 5 - May Event a Gymnastics Competition** ; pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.
4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.
5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.
 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event
 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.
 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

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and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.

- a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.

24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.

25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.

26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.

27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnjan, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
USA Gymnastics Region 5
8030 East Paris Ave SE,
Caledonia , MI 49316
Attn: Tami Schaafsma

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

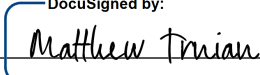
35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:

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Signature

Director of Grand Park

Title

11/25/2024

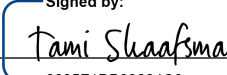
Date

USER:

USA Gymnastics Region 5

Tami Schaafsma

Printed Name

Signed by:

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Signature

Region 5 USA Gymnastics RACC

Title

11/8/2024

Date

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SCHEDULE I – CAMPUS USE AGREEMENT**USER FEES, PAYMENT SCHEDULE AND CANCELLATION FEES****USER FEES:**

Date	Time	Hours	Facility	Rate	Rental Fee
5/1/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
5/1/2025	-	1.0	EC Lobby	\$250.00	\$250.00
5/1/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
5/1/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
5/2/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
5/2/2025	-	1.0	EC Lobby	\$250.00	\$250.00
5/2/2025	-	1.0	Locker Room NE	\$150.00	\$150.00
5/2/2025	-	1.0	Locker Room NW	\$150.00	\$150.00
5/2/2025	-	1.0	Locker Room SE	\$150.00	\$150.00
5/2/2025	-	1.0	Locker Room SW	\$150.00	\$150.00
5/2/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
5/2/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
5/3/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
5/3/2025	-	1.0	EC Lobby	\$250.00	\$250.00
5/3/2025	-	1.0	Locker Room NE	\$150.00	\$150.00
5/3/2025	-	1.0	Locker Room NW	\$150.00	\$150.00
5/3/2025	-	1.0	Locker Room SE	\$150.00	\$150.00
5/3/2025	-	1.0	Locker Room SW	\$150.00	\$150.00
5/3/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
5/3/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
5/4/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
5/4/2025	-	1.0	EC Lobby	\$250.00	\$250.00
5/4/2025	-	1.0	Locker Room NE	\$150.00	\$150.00

5/4/2025	-	1.0	Locker Room NW	\$150.00	\$150.00
5/4/2025	-	1.0	Locker Room SE	\$150.00	\$150.00
5/4/2025	-	1.0	Locker Room SW	\$150.00	\$150.00
5/4/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
5/4/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
Total Days					4

Total Facility Rental Fees: \$17,925.00

Discounts:

Percentage Line Item Discount (25%)	\$875.00
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Additional Fees (Schedule III):

Department	Total
Event Production	\$1,500.00

TOTAL USER FEES: \$19,425.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 3, 10%	\$1,942.50	11/8/2024
Installment 2 of 3, 65%	\$12,626.25	3/3/2025
Installment 3 of 3, 25%	\$4,856.25	4/4/2025
Post Event, TBD	\$0.00	5/5/2025

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

- 1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
- 2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
- 3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
- 4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

EXCLUSIVE AGREEMENTS:

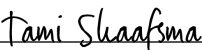
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
- 2. Housing Management Agreement with Site Search, LLC
- 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
- 4. Equipment Rentals with MacAllister Rentals
- 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: USA Gymnastics Region 5

Tami Schaafsma

Printed Name

Signed by:


Signature

Region 5 USA Gymnastics RACC

Title

11/8/2024

Date

Initial


Initials

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
GPEC Wi-Fi Access	1	\$500.00	\$500.00
GPEC Wi-Fi Access	1	\$500.00	\$500.00
GPEC Wi-Fi Access	1	\$500.00	\$500.00

USER: USA Gymnastics Region 5

Tami Schaafsma

Printed Name

Signed by:

Tami Schaafsma

Signature

Region 5 USA Gymnastics RACC

Title

11/8/2024

Date

- 1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
- 2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.
 - a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.
 - b. Vendors may be subject to penalty if not followed.
- 3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
- 4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
- 5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
- 6. Vendors must maintain the highest level of Grand Park appearance standards.
- 7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
- 8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
- 9. Vendors must supply a COI before any load-in actions can take place.
- 10. No golf carts are allowed directly in front of the Grand Park Events Center.
- 11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
- 12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: USA Gymnastics Region 5

Tami Schaafsma
Printed Name

Signed by:

Signature

Region 5 USA Gymnastics RACC
Title

11/8/2024
Date

PARK GENERAL RULES:

1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
2. NO outside food and beverages.
3. NO gum or seeds allowed on fields.
4. NO wading, swimming, fishing, or ice skating
5. NO tobacco products, illegal drugs, or chemicals of any kind.
6. NO spectator coolers or containers of any size.
7. NO fireworks of any kind.
8. NO missile / projectile like objects.
9. NO glass bottles or aluminum cans.
10. NO air horns, Vuvuzelas or whistles of any kind.
11. NO skateboards, roller blades, roller skates, roller shoes, etc.
12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
16. NO un-authorized Personal Training
17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: USA Gymnastics Region 5

Tami Schaafsma

Printed Name

Signed by:

Tami Schaafsma

Signature

Region 5 USA Gymnastics RACC

Title

11/8/2024

Date

EXHIBIT A

CAMPUS USE AGREEMENT INSURANCE REQUIREMENTS

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

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thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonable deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

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GRAND PARK SPORTS CAMPUS

CAMPUS USE AGREEMENT: SPORTING EVENT

This Campus Use Agreement ("Agreement") is made 11/18/2024 by and between the Westfield Redevelopment Commission, Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("Commission"), and **Indiana State Wrestling Association** with a principal office address at **5715 Churchman Ave., Suite L, Indianapolis, IN 46203** ("User").

RECITALS

The City of Westfield ("City") owns an integrated sports campus known as "Grand Park Sports Campus" comprising approximately 360 acres ("Campus") located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Campus; and

User desires to use a portion of the Campus for the use and purposes set forth in this Agreement; and

Commission agrees to permit User's use of a portion of the Campus pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and User agree as follows:

1. License: Commission grants a temporary exclusive license to User for the use of the following area(s) on the Campus ("Licensed Area") pursuant to the terms and conditions of this Agreement: (See Schedule I, "Facility" column)

User, its agents, employees and invitees are also granted a non-exclusive license during the "Reserved Date(s) and Time(s)" (as defined below) to use the "Common Areas" (defined below) in common with the general public and the other users and their agents, employee and invitees. "Common Areas" is defined to mean all areas of the Campus not otherwise designated as an area for activities as listed above, together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the users of the Campus, their agents, employees, servants, customers, invitees and licensees, and the general public; including parking and loading areas, ingress and egress access roads, loading docks, garage doors, walkways and sidewalks, corridors, hallways, stairwells, foyers, public restrooms, landscaped and planted areas and related facilities.

2. Proposed/Permitted Use: The User will use the Licensed Area only for the following use: the **Indiana State Wrestling Association 2025 USA Wrestling- Girls Event a Other Tournament**, pursuant to and compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). User will take all necessary action required to ensure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Area. The Commission will prepare and set up of the Licensed Area as set forth and approved in Schedule III, attached hereto and incorporated by reference herein.

3. Reserved Date(s) and Time(s): Upon payment of the "Reservation Deposit" (as defined below), the dates and times in Schedule I ("Reserved Date(s) and Time(s)") will be reserved for the User to hold its event in the Licensed Area. Each Date and Time confirmed reservation is hereinafter referred to as an "Event". All Events are scheduled on a first-come, first served basis upon payment of the Reservation Deposit. Commission reserves the right to cancel the Agreement with, at minimum, one (1) year notice if it is determined in the sole discretion of the Commission and Campus Manager that another Event will result in enhanced return on investment for the Campus.

4. Use Request/Reservation Deposit: To reserve the Licensed Area, User must complete, execute and deliver this Agreement to the Commission. Upon confirmation of the Reserved Dates, the User must make a reservation deposit ("Reservation Deposit") within fourteen (14) days of the execution of this Agreement. Except as provided for below, the Reservation Deposit will be equal to ten percent (10%) of the User Fee to be charged for the use of the Licensed Area. If the Reservation Deposit is not made within ten (10) days of execution of this Agreement, a late fee of 5% of the Reservation Deposit will be added to the Reservation Deposit. The Reservation Deposit will be non-refundable unless this Agreement is cancelled by Commission for a reason other than the breach of this Agreement by User and applied to the User Fees as defined below. If the Reservation Deposit is not paid in full within the fourteen (14) day period, the Commission may elect to cancel this Agreement and retain all funds paid hereunder.

5. Fees: All fees, costs and damages incident to the use of the Licensed Area, the Campus or the Common Areas will be paid without offset by the User. All such fees, costs and damages not paid when due under this Agreement will incur a late fee of 5% of the amount owed and if such amounts are not paid in full after seven (7) days following the due date, the Commission may elect to cancel this Agreement; however, all amounts due hereunder will remain payable and the continuing obligation of the User.
 - a. The base fees for the use of the Licensed Area ("User Fees") are controlled by the Commission and are set forth in Schedule I, attached hereto and incorporated by reference herein. The User Fees may not include any of the cost of any staffing, security services, set up fees, tear down fees, catering or event management which are the sole cost and expense of the User and which are subject to the terms and conditions of this Agreement and as set forth in sub-paragraph (d.) below. The User Fee defined in Schedule I (less the Reservation Deposit) is due and payable within accordance of the payment schedule set forth in Schedule I.

 - b. User is responsible for providing the Final Event calendar and Final Field Setup Requirements to the Commission no later than 14 Days out from the Event

 - c. Any hour(s) in addition to the Contracted Event Hours must be first approved by the Commission and then will be billed at the contracted rate.

 - d. In addition to the User Fees, the User may be required to pay (i) any charges to set up and tear down the Licensed Area as approved by the Commission as provided for above; (ii) any charges to clean-up the Licensed Area and to restore the Licensed Area to the condition existing prior to the Event incurred by Commission after an Event, (iii) the costs of any maintenance or other services incurred by the Commission to support the Event; including, but not limited to, any hourly or overtime pay of any Commission employee required for the Event (in the sole determination of the Commission) and the costs to repair and/or recondition the field(s) during or after an Event; and (iv) the cost to repair and replace any damage to the Licensed Area or the Campus. These charges will be due

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and payable upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount of the charges will be applied and due.

- e. In the Event that a User cancels or requests termination of an Event after execution of this Agreement and the payment of the Reservation Deposit/User Fee, User will pay a cancellation fee as set forth in Schedule I, attached hereto and incorporated by reference herein.
6. Utilities: The Campus has fixed utility services and facilities to service the Campus. Use of the utility facilities must be approved by the Commission. If in the sole determination of the Commission, it is anticipated that the proposed utility usage will require additional equipment or utility service or require the Commission to incur any additional cost, the Commission may require an additional payment to cover the costs involved which will be paid either in advance of the Event or immediately following the Event in the Commission's sole discretion. Payment will be due upon receipt and if not paid within ten (10) days of receipt, a late fee of 5% of the amount due will be applied and due.
7. Parking and Loading: User will have the non-exclusive use of the parking areas serving the Campus subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop- off and loading zones. The Commission reserves the right to impose a charge for parking payable either by User or by individual vehicle during the Event. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. Any Recreational Vehicle or Bus parking must be communicated in advance with the Commission and a designated area will be located for these vehicles. All loading of equipment, fixtures or other property for the Event will be made in those areas or zones specifically designated for the loading and unloading at the Campus.
8. Compliance with Campus and Grand Park Rules, Regulations and Policies: User will be responsible to ensure that its officers, employees, agents, contractors, licensees, guests and invitees abide by all rules, regulations and policies promulgated by the Commission for the Campus. Copies of all such rules, regulations and policies are provided to User in Schedule V attached hereto and incorporated by reference within. Any updates or amendments will be provided to User prior to the Event.
9. Damage and Alteration of Campus: User and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and any equipment contained or located therein. User will not cause or permit anything to be done which in any way injures, damages, mars or defaces the Campus, its associated facilities, the parking areas, the areas surrounding the Campus and improvements, appurtenances and equipment contained or located thereon. User will immediately report any damage to the Licensed Area and/or the Common Areas for repair by the Commission's authorized contractor. User will upon demand reimburse Commission for the cost of any such repairs. Commission will not be responsible to User for the lack of use of any portion of Licensed Area due to repairs of such damage to the Licensed Area generally.
10. Weather: User understands and agrees that during the term of this agreement, User will strictly adhere to the Weather Protocols set forth in the Grand Park Emergency Management Plan. The Grand Park Emergency Management Plan can be found on GrandPark.org., and if requested, a printed copy can be produced by the Commission. In the event of inclement weather, the Commission will retain final determination as to the ability of the facility to support the Event.

- a. If the facility is unable to support the event due to an "Act of God" or other cause beyond the control of the

Commission, the Commission will not provide a refund or credit to the User. User may obtain event insurance through a vendor of their choosing to cover the "Act of God" event or other cause beyond the control of the Commission.

- b. If the facility is deemed unable to support the event by the Commission, the Commission will work with the User to reschedule such activity as was affected by the facility closure. In such case that the activity may not be rescheduled, Commission will credit the User for such activity as was affected by the closure and allow the credit to be utilized toward a future event.
 - c. If the facility is deemed unable to support the event by the User, the Commission will work with the User to reschedule such activity as was affected within the general time constraints of the User's Event. In such case that the activity may not be rescheduled, Commission will not credit the User.
11. Vendors: Commission has designated preferred vendors to exclusively provide equipment and services within the Campus and all Users must work through the preferred vendors for all equipment and service needs. User must sign off on the Vendor Acknowledgement Form set forth in Schedule IV stating the User understands and agrees to the rules and regulations surrounding the operation of vendors on the Campus. Any vendors providing service or equipment, who are not part of the preferred vendor program will be required to contact the Commission for written approval, in the sole discretion of the Commission, and to provide the necessary insurance certificates and waivers the Commission.
 12. Event Reporting: Upon the completion of the Event and at the request of the Commission, User will provide to the Commission, for reporting purposes the following information; the number of teams that participated in the Event, the number of participants per team, the age of each participant, the gender of each participant, the zip code of each participant and the number of games played by each team.
 13. Housing Manager: Commission has designated a "Housing Manager" to provide housing services and coordination for the events at the Campus. Upon execution of this Agreement, User must contact the Housing Manager who will exclusively coordinate all hotel and housing arrangements for the Event(s) to be held under this Agreement. All rebates associated with the Event from room nights booked will go to the Commission unless otherwise outlined within this agreement. The Housing Manager can be contacted through the Commission.
 14. Medical Services Manager: Commission has designated a "Medical Services Manager" to provide all medical services and coordination for the events at the Campus. Upon execution of the Agreement, User must contact the Medical Services Manager who will exclusively coordinate all trainer and medical personnel arrangements for the Event(s) to be held under this Agreement. The Campus has standards in place that require one (1) athletic trainer per every four (4) fields/diamonds for each hour of use. The Medical Services Manager can be contacted through the Commission.
 15. Food and Beverage Manager: Commission has designated a "Food and Beverage Manager" to provide all food and beverage coordination, production and delivery for the events at the Campus. Any User wishing to retain catering services or otherwise wishing to bring food to serve its employees, guests, invitees or the general public in the Licensed Area must contract through the Commission's Food and Beverage Manager. The Food and Beverage Manager can be contacted through the Commission.
 16. Equipment: User agrees that it and its officers, employees, agents and contractors will not use any equipment, facilities,

tools or other personal property of the Commission located in or about the Licensed Area or the Campus other than the equipment and other personal property that is regularly maintained and available for use in the Licensed Area (the "Campus Equipment"), without first seeking and receiving the written approval of the Commission. The Commission will use all reasonably commercial efforts to maintain the Campus Equipment in good working order but does not guarantee the operation of the Campus Equipment or of any of its equipment and will not be liable for any loss sustained by the User or its officers, employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of the Campus Equipment during the Event or otherwise in its Permitted Use of the Licensed Area.

17. Hazards: User and its employees, agents and contractors will not: (a) install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery; (b) use any gas, electricity or flammable substances, including decorations, displays, drapery, or similar items in the Licensed Area; or (c) employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without the Commission's prior written approval which may be granted, withheld or conditioned in its sole and absolute discretion. If at any time the Commission determines that the Permitted Use poses a potential hazard to public safety, the Event may be cancelled by the Commission without penalty.
18. Non-Smoking Campus: The Campus, including the Licensed Area, is designated as non-smoking at all times. User will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
19. Maximum Occupancy: User will strictly comply, if applicable, with maximum permitted occupancy for the Licensed Area.
20. Vacating Licensed Area: At the end of the Reserved Times, or upon the earlier termination of this Agreement, User will quietly and peaceably vacate the Licensed Area and remove its officers, employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Area so that the Licensed Area is in the same condition (ordinary wear and tear excepted) as at the inception of the Event. User will reimburse Commission for any expense incurred to repair any damage to the Licensed Area caused during the Event or by such removal as well as any clean up or maintenance costs incurred to restore the Licensed Area to the condition existing prior to the Event as provided for above. Any property or items of User or its officers, employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Area after the expiration or sooner termination of this Agreement will be deemed abandoned and may be disposed of by the Commission as it sees fit in its sole discretion, at User's expense. User agrees that Commission will have no liability for any disposal of property that is deemed abandoned.
21. Other Users in Campus: User understands and agrees that during the term of this Agreement other activities and events may be held in other parts of the Campus, and User will so conduct its activities so as not to disturb or otherwise interfere with such other activities and events.
22. Concessions/Exclusive Agreements: The Commission will operate or license all concessions and merchandise sales for the Licensed Area and the Campus and retain all proceeds from the sales from those operations. User will not sell any food, beverages or merchandise in the Licensed Area or in the Campus without the prior written permission of Commission. Commission reserves the right to require that food and beverage service, if any, be contracted through Commission's authorized food service provider. This Agreement is subject to the terms and conditions of (a) the current exclusive beverage pouring rights agreement outlined in Schedule II and any pouring rights agreement that Commission may subsequently enter into upon the expiration or termination of the current pouring rights agreement, (b) any

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exclusive merchandise agreement that Commission has entered into or that it may enter into from time to time, (c) those exclusive agreements listed on Schedule II attached hereto and incorporated by reference herein, and (d) any other agreement granting exclusive rights for goods and/or services on the Campus that are entered into by the Commission after the date of this Agreement and which will affect the operation of the Event. (Notice of those agreements will be supplied to User by Commission prior to the Event.) Any and all third-party vendors, (those not authorized by the Commission under a current agreement) must be permitted and approved through the Commission and if approved, the User will remit to the Commission any fee or commission that the User receives from the third-party vendor. User will include dedicated space for vendor activation.

23. Sponsorship: The User agrees that its advertising and publicity will not conflict with the Commission's advertising and sponsorship for the Campus. All advertising and publicity must be coordinated with the Commission not less than fourteen days prior to the Event. The User will submit its advertising plans, if any, including a comprehensive list of all sponsorships to the Commission in writing for review and approval by the Commission prior to the User's publicizing of any of its activities hereunder. The Commission reserves the right to advertise and activate in the Licensed Area during the Event. User will provide dedicated space for sponsorship activation.
24. Use of Name/Advertising: Without the express written consent of the Commission, the User will not use Commission's name or trademark, nor the "Grand Park" name or trademark in its advertising. Such names and trademarks will not be used in such a way as to suggest that the Commission is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except in the case where the Commission is a sponsor of the Event and to identify the Campus's address as the location of same. The User agrees to submit all press releases and advertisements in writing to Commission for review and approval by Commission before publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will User make any announcements by loudspeaker, public address system or otherwise, in or about the Campus or Grand Park without having obtained prior written permission of Commission. All signage must be approved by the Commission. The User will be permitted to locate directional and identity signage at appropriate locations within the Campus, as long as such signage is not promotional in any manner and such locations have been approved by the Commission. The User will neither engage in, nor permit any soliciting in Grand Park or the Campus. Any approved materials may not be fastened or affixed to any part of the Campus except in locations designated and approved by the Commission and may not be permitted to interfere with crowd movement and safety.
25. Licenses and Copyrights: User agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Area or on the Campus unless the User, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works.
26. Security: Commission has designated Westfield Police Department to manage all security for the Commission and the Campus. The type and degree of security required to support the Event will depend on the permitted use and the Licensed Area. All security arrangements must be coordinated with the Commission and approved by Commission and, when required, by the Westfield Police Department and/or Hamilton County Sheriff's Department.
27. Compliance with Laws: The User, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of the Licensed Area, including with

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respect to the dispensing and sale of alcoholic beverages. The User, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The User will advise Commission of all permits and licenses required to be obtained for its Permitted Use in Commission's own name and will cooperate with Commission in obtaining same and will pay any fees and expenses that may be required relative thereto. The User will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Area. Except as specifically authorized herein and only with the prior written consent of Commission, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Licensed Area and on the Campus. Animals, birds, and other pets are not permitted in the Licensed Area or in Campus, except for service animal with proper identification.

28. Notices: All notices by the parties to each other hereunder will be in writing, addressed as follows:

Commission:
Westfield Redevelopment Commission
c/o Grand Park Sports Campus
19000 Grand Park Boulevard, Suite A
Westfield, Indiana 46074
Attn: Matthew Trnian, Director of Grand Park

With a copy to: (which will not constitute notice)
Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Cam Starnes, Partner

User:
Indiana State Wrestling Association
5715 Churchman Ave., Suite L,
Indianapolis, IN 46203
Attn: Pat Culp

With a copy to:

Attn: _____

29. Insurance: In addition to workers compensation insurance and employer's liability insurance to be obtained and maintained in limits as required by the State of Indiana, the User agrees to obtain and maintain, at its own cost and expense, the insurance coverages and amounts as set forth on Exhibit "A" attached hereto and made a part hereof. Such policies of insurance will be maintained with insurance companies authorized to do business in the State of Indiana and, to the extent available, to provide that they may not be canceled except upon 30 days prior written notice to Commission. User will, at the time of the execution of this Agreement, furnish Commission with a certificate of insurance or other sufficient documentation evidencing such coverage, and naming in addition to the parties required under Exhibit "A", the Commission, and the City of Westfield, Indiana as additional insureds with respect to its liability and event related coverage. The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, and the City, under this Agreement. This insurance will be primary coverage and will not contain any terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

30. Indemnification. User agrees to defend, indemnify, and hold harmless Commission, and the City of Westfield, Indiana, and their officers, employees and agents, and their successors and assigns and their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Area and the Campus by User, its Event participants, employees, agents and contractors, User's acts or omissions, or User's performance or nonperformance of its obligations under this Agreement.

31. Modification/Cancellation: Absent a written agreement between the Commission and the User, this Agreement may not be modified nor cancelled by Commission except when User fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the Campus by another user, tenant or other permitted organization, fails to show adequate financial resources for presentation of the Event, is not willing or able to perform adequately its duties and responsibilities required for the Event or similar cause in the sole judgment of the Commission, or where the Event poses a potential hazard to public safety.
32. Violation of Laws: If in the Commission's reasonable opinion, at any time the User's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the Campus or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, User will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, Commission expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the Commission has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
33. Confidentiality: Each Party will hold in confidence all Confidential Information (as defined below) of the other Party disclosed to it pursuant to this Agreement. The term "Confidential Information" means and includes trade secret information, proprietary information, and confidential information of each Party marked as "confidential" and all information of relating to its business, financial information, customers, and methods of doing business, regardless of the form or format of the information and regardless of whether or not marked as confidential. Each Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such Party's own confidential information, but in no event less than reasonable care.

The obligations of the Parties under this paragraph 33 will not apply to any materials or information which a Party can demonstrate, through competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is known by the receiving Party at the time of receipt; (c) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving Party without use of any Confidential Information. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the responding Party will first have given notice to the other Party in order that such other Party may obtain a protective order; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement.

Notwithstanding the provisions of this paragraph 33, User acknowledges that Commission is subject to the Indiana Access to Public Records Act ("Act") and that the Commission will maintain records in connection with this Agreement and, subject to statutory exceptions, will make same available consistent with and pursuant to the provisions of the Act. In the event a request is made of the Commission for records which fall within the scope of the Act, subject to the statutory exceptions, the Commission will produce said records for inspection and copying consistent with and pursuant to the Act.

34. Force Majeure: If either Party hereto will be delayed or hindered in or prevented from the performance of any act

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required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of or within the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section will at no time operate to excuse User from any obligations for payment of User Fees or any other payment required by the terms of this Agreement when the same are due, and all such amounts will be unconditionally paid when due.

35. Non-assignment: The User will not assign or transfer this Agreement nor allow any other entity to use any portion of the Licensed Area without the express prior written consent of the Commission.
36. No Joint Venture: Nothing contained herein will be deemed or construed by the parties or by any third party as creating any employment or agency relationship, partnership or joint venture between User and the Commission.
37. Access: User agrees that the Commission and Commission's authorized representatives will have free access at all times to the Licensed Area and User agrees to accommodate and permit the Commission to enter the Licensed Area at reasonable times or when necessary to perform any maintenance, cleaning or repair necessary during an Event; including, but not limited to, repairing, sanitizing, cleaning and/or reconditioning the synthetic field(s).
38. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
39. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
40. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
41. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

COMMISSION:

Westfield Redevelopment Commission

Matthew Trnian

Printed Name

DocuSigned by:
Matthew Trnian
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Signature

Director of Grand Park

Title

11/22/2024

Date

USER:

Indiana State Wrestling Association

Pat Culp

Printed Name

Signed by:
Pat Culp
A6F55E65B60A4C4...

Signature

ISWA State Chair

Title

11/18/2024

Date

SCHEDULE I – CAMPUS USE AGREEMENT**USER FEES, PAYMENT SCHEDULE AND CANCELLATION FEES****USER FEES:**

Date	Time	Hours	Facility	Rate	Rental Fee
6/17/2025	-	1.0	EC 3	\$3,500.00	\$3,500.00
6/18/2025	-	1.0	Cafeteria	\$250.00	\$250.00
6/18/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
6/18/2025	-	1.0	EC 3	\$3,500.00	\$3,500.00
6/18/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
6/18/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
6/19/2025	-	1.0	Cafeteria	\$250.00	\$250.00
6/19/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
6/19/2025	-	1.0	EC 3	\$3,500.00	\$3,500.00
6/19/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
6/19/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
6/20/2025	-	1.0	Cafeteria	\$250.00	\$250.00
6/20/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
6/20/2025	-	1.0	EC 3	\$3,500.00	\$3,500.00
6/20/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
6/20/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
6/21/2025	-	1.0	Cafeteria	\$250.00	\$250.00
6/21/2025	-	1.0	EC 2	\$3,500.00	\$3,500.00
6/21/2025	-	1.0	EC 3	\$3,500.00	\$3,500.00
6/21/2025	-	1.0	Suite C Conference Room	\$250.00	\$250.00
6/21/2025	-	1.0	Suite D Conference Room	\$250.00	\$250.00
Total Days					5

Discounts:

Load In Discount (25%)	\$2,625.00
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Additional Fees (Schedule III):

Department	Total
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TOTAL USER FEES: \$31,875.00

PAYMENT SCHEDULE:

Item Description	Amount	Due Date
Installment 1 of 3, 10% Deposit	\$3,187.50	11/25/2024
Installment 2 of 3, 65%	\$20,718.75	4/17/2025
Installment 3 of 3, 25%	\$7,968.75	5/16/2025
Post Event, TBD	\$0.00	7/17/2025

* Post Event invoice to include any hours of use not incorporated in the above Facility Rental Fees and any additional fees not incorporated above.

CANCELLATION FEES:

- 1. User cancellation before 180 Days from start of Event will result in loss of Installment 1.
- 2. User cancellation between 60 Days and 179 Days from start of Event will result in loss of Installment 1 and 2.
- 3. User cancellation between 30 Days and 59 Days from start of Event will result in loss of Installment 1, 2 & 3.
- 4. User cancellation within 30 Days from the start of Event will result in loss of all Installments.

Late Fees apply as provided for in this Agreement.

- EXCLUSIVE AGREEMENTS:
- 1. Beverage Sales Agreement with CCBCC Operations, LLC
 - 2. Housing Management Agreement with Site Search, LLC
 - 3. Food, Beverage and Catering Agreement with Westfield Restaurant Group
 - 4. Equipment Rentals with MacAllister Rentals
 - 5. Third-Party Vendor Agreements

*SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF CAMPUS USE AGREEMENT

USER: Indiana State Wrestling Association

Pat Culp

Printed Name

Signed by:

Pat Culp

Signature

ISWA State Chair

Title

11/18/2024

Date

PREPARATION REQUIREMENTS:

Items/Package	Qty	Price	Total
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USER: Indiana State Wrestling Association

Pat Culp

Printed Name

Signed by:

Pat Culp

Signature

ISWA State Chair

Title

11/18/2024

Date

1. Vendors must notify park personnel at least 24 hrs. prior to operating on-site.
2. Vendors must operate during normal business hours on Grand Park property 8AM-5PM.

a. Unless it is a special event that will be defined prior to the event by Grand Park personnel.

b. Vendors may be subject to penalty if not followed.
3. Vendors must notify park personnel 1 hr. prior to arrival at Grand Park to discuss vendors plan of operation to ensure safety and favorable experience for park attendees.
4. Vendors must have approval from Grand Park personnel to use paved sidewalks to operate or transport equipment.
5. Damage to park property (sprinkler heads, irrigation lines, grass, turf, etc.) will result in an invoice to the vendor for repair of damaged property.
6. Vendors must maintain the highest level of Grand Park appearance standards.
7. Vendors must have verification of equipment drop-off point from Grand Park personnel.
8. If setting up structures, Vendor must have a planned layout submitted to and approved by Grand Park personnel.
9. Vendors must supply a COI before any load-in actions can take place.
10. No golf carts are allowed directly in front of the Grand Park Events Center.
11. No stakes can be placed until approved and marked by the Grounds and Facilities Manager at Grand Park.
12. No parking is permitted in the loading zone located directly in front of the Grand Park Events Center.

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Indiana State Wrestling Association

Pat Culp

Printed Name

Signed by:

Pat Culp

Signature

ISWA State Chair

Title

11/18/2024

Date

PARK GENERAL RULES:

- 1. NO ANIMALS (except service animals with paper work and bib) beyond parking lots.
- 2. NO outside food and beverages.
- 3. NO gum or seeds allowed on fields.
- 4. NO wading, swimming, fishing, or ice skating
- 5. NO tobacco products, illegal drugs, or chemicals of any kind.
- 6. NO spectator coolers or containers of any size.
- 7. NO fireworks of any kind.
- 8. NO missile / projectile like objects.
- 9. NO glass bottles or aluminum cans.
- 10. NO air horns, Vuvuzelas or whistles of any kind.
- 11. NO skateboards, roller blades, roller skates, roller shoes, etc.
- 12. NO un-authorized field or batting cage usage – all usage must be approved in advance.
- 13. NO un-approved pamphlets, handouts, displays, advertisements, etc.
- 14. NO un-authorized merchandise, food, beverage, or photography sales of any kind.
- 15. NO un-authorized vehicles, scooters, carts or the like beyond parking lots.
- 16. NO un-authorized Personal Training
- 17. All RV/Camper's should park in Parking Lot C; Overnight parking is not permitted

SEVERE WEATHER POLICY:

- 1. Alarm will sound when lightning is within 10 miles (This is a solid tone siren; beacon lights will turn on)
- 2. If the park experiences technical difficulties with the notification system, air horns will be used in a backup situation.
- 3. There will be a 15-minute delay from the last lightning strike before the all clear sounds (This is a pulsing high/low tone, beacon lights will turn off)
- 4. Grand Park management team, which includes anchor organizations, will communicate directly with Event Directors in the event of severe weather that requires evacuation.

EVACUATION PLAN:

- 1. When severe weather alarm sounds, the red beacon lights will become active and all visitors and athletes must evacuate immediately to cars and stay in cars until the all clear signal sounds.
- 2. Any guest unable to get to their vehicle quickly due to a handicap may seek safety at the nearest shelter building.
- 3. In case of a tornado warning or other life-threatening emergency, all visitors and athletes will be instructed to evacuate the park and seek shelter away from Grand Park.
- 4. Concessions will be closed throughout the delay

Signature on this form is required in order to host any event at the Grand Park Sports Campus.

USER: Indiana State Wrestling Association

Pat Culp
Printed Name
Signed by:
Pat Culp
Signature

ISWA State Chair
Title
11/18/2024
Date

EXHIBIT A

**CAMPUS USE AGREEMENT
INSURANCE REQUIREMENTS**

During the term of the Use Agreement ("Agreement"), User will obtain and continuously maintain in full force and effect Commercial General Liability Insurance for the use and operations in the Licensed Space on a standard ISO CG 00 01 Commercial General Liability form (equivalent). Additional insureds to be included on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include the Licensed Space, operations and products and name the City, the Commission, the Facility Manager and the Event Manager (if applicable). The insurance required hereby will not be deemed to limit the User's obligations to indemnify Commission, the Facility Manager and the Event Manager under this Agreement. This insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

a. The policy must provide minimum limits of:

One Million Dollars (\$1,000,000.00) per occurrence

Four Million Dollars (\$4,000,000.00) aggregate

The policy must have a commercially reasonable deductible.

A per location aggregate and additional insured on a primary non-contributory basis will be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring User's obligations under this Lease.

User will also maintain an Umbrella Liability policy to provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability in a limit of not less than Four Million Dollars (\$4,000,000.00).

- b. Equipment and User's Personal Property. During the term of this Lease, User will obtain and continuously maintain in full force and effect insurance coverage upon all personal property of the User in and on the Leased Premises for the full replacement value against loss or damage by fire, windstorm or other casualties.
- c. Automobile Liability Insurance. During the term of this Lease, User will obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).
- d. Workers' Compensation and Employers' Liability. During the term of this Lease, User will obtain and continuously maintain in full force and effect Workers' Compensation Insurance in full compliance with the laws of the State of Indiana.
- e. Blanket Insurance Coverage. Nothing in this Agreement will prevent User from taking out insurance of the kind and in the amount provided for under this Exhibit under a blanket insurance policy or policies (certificates, or upon request of Commission, policies, thereof reasonably satisfactory to Commission will be delivered to Commission) which may cover other properties owned or operated by User as well as the Licensed Space, provided, however, that any such policy of blanket insurance of the kind provided for will (a) specify therein the amounts thereof exclusively allocated to the Licensed Space or User will furnish Commission with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Licensed Space, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered

Initial
PC

thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance will, with respect to the Licensed Space, contain the various provisions required of such an insurance policy by the foregoing provisions of this Exhibit.

- f. General. All insurance required by this Agreement will be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonably deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation. User will furnish Commission and the Facility Manager with certificates of insurance or other evidence of insurance requested by Commission or the Facility Manager confirming compliance with this paragraph not less than five (5) days before the first Reserved Date.

Waiver of Subrogation. User will cause to be inserted in all policies of insurance required by this Exhibit a so called "Waiver of Subrogation Clause" as to the Commission, the Facility Manager and the Event Manager and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "Commission Parties" and separately, a "Commission Party"). User hereby waives, releases and discharges the Commission Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, and whether with respect to the Commission, the Facility Manager, the Event Manager or User ("Claims")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Exhibit, notwithstanding that such loss, claim, expense or damage may have been caused by any Commission Party. User will look only to said insurance coverage in the event of such loss.

Additionally Insured:

1. Westfield Redevelopment Authority, 2728 E. 171st Street, Westfield, Indiana 46074
2. Westfield Redevelopment Commission, 2728 E. 171st Street, Westfield, Indiana 46074
3. City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074

DS
Wk

11/18/2024

Initial
BH

11/22/2024

Initial
PC



Redevelopment Commission
2025 SCHEDULE OF MEETINGS

	RDC MEETINGS
	3rd Monday
	6:00 PM
MEETING MONTH	Westfield City Hall 130 Penn Street
JANUARY	01/21/25
FEBRUARY	02/18/25
MARCH	03/17/25
APRIL	04/21/25
MAY	05/19/25
JUNE	06/16/25
JULY	07/21/25
AUGUST	08/18/25
SEPTEMBER	09/15/25
OCTOBER	10/20/25
NOVEMBER	11/17/25
DECEMBER	12/15/25
JANUARY	01/20/26

**Dates in red are scheduled for a different day due to a conflict.*

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is effective as of the 16th day of December, 2024, by and between the City of Westfield Redevelopment Commission ("RDC"), and GANGGANG, Inc., an Indiana nonprofit corporation ("Contractor").

WHEREAS, the RDC desires to engage Contractor to provide certain creative direction and public art support services as fully set forth in Exhibit A for the benefit of the RDC ("Services") pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor desires to provide the Services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Engagement**. The RDC hereby engages Contractor, and Contractor hereby accepts such engagement by the RDC, in accordance with the terms and conditions of this Agreement, to provide the Services listed in Exhibit A for the benefit of the RDC for the term of this Agreement.

2. **Term and Termination**. This Agreement shall commence on January 1, 2025 and shall terminate on July 31, 2027. This Agreement may be renewed or extended under terms and conditions agreed upon by both Parties in writing. Either Party may terminate this Agreement for any reason upon at least thirty (30) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to receive only payment for conforming Services provided as of the date of termination.

3. **Compensation**. For the Services provided pursuant to this Agreement, the RDC agrees to pay and Contractor agrees to accept compensation in the amount established in Exhibit A hereto, with a not-to-exceed budget of \$90,000. The not-to-exceed budget may only be exceeded upon advance written authorization of the RDC. Any additional services, not included within the scope of Services in Exhibit A, may be provided by Contractor and will be compensated only upon prior written authorization and confirmation of the RDC. Invoices shall be submitted and paid pursuant to the terms established in Exhibit A hereto.

4. **Performance and Compliance.** Contractor hereby agrees to provide all Services by following and applying at all times the highest professional and technical guidelines and standards, with the standard of care consistent with or superior to the skill and care ordinarily exercised by similarly situated professionals practicing in the same or similar jurisdiction at the same or similar time. Contractor agrees to comply with all present and future federal, state, and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Contractor's performance of the Services.

5. **Assignment.** Neither this Agreement nor any of the rights or obligations contained herein may be assigned or transferred (by operation of law or otherwise) by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. This section shall survive the expiration or termination of this Agreement.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or Contractor's provisions of the Services hereunder.

7. **Force Majeure.** Any delay or failure of either Party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days after discovery of the cause of such delay.

8. **No Implied Waiver.** The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

9. **Severability.** The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

10. **Independent Contractors.** The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship, or agency. Under no circumstances will the employees of one Party be deemed to be employees of the other Party by virtue of this Agreement.

11. **Notice.** Any notice or documentation required to be sent pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield Redevelopment Commission
Jenell Fairman; Executive Director
2728 E. 171st Street
Westfield, IN 46074

GANGGANG, Inc.
Benjamin Leslie
615 N. Alabama Street, Suite 300
Indianapolis, IN 46204

12. **Entire Agreement.** This Agreement, together with any attachments, exhibits, or supplements, specifically referenced herein, constitutes the entire agreement between Contractor and the RDC with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written instrument executed by both Parties. Each signatory that executes this Agreement stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Party.

13. **Indemnification.** Contractor shall defend, indemnify, and hold harmless the RDC and the City of Westfield and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of Contractor to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by Contractor. The RDC shall defend, indemnify, and hold harmless Contractor and Central Indiana Community Foundation and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or

concerning (1) the failure of the RDC to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the RDC.

14. **Nondiscrimination.** Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

15. **E-Verify.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the RDC, Contractor is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Contractor is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Contractor hereby confirms that it does not knowingly employ an unauthorized alien. Contractor further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

16. **Non-appropriation.** The Parties acknowledge that the RDC is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the RDC'S fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The RDC shall not be obligated to perform unless and until sufficient funds are appropriated. The RDC agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this agreement. The RDC agrees to inform Contractor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

17. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date shown above.

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

Jerrell Fairman
Jerrell Fairman, Executive Director

12/16/24
Date

Joe Plankis
Joe Plankis, RDC President

GANGGANG

Maria
[Signature]

12/19/24
Date

EXHIBIT A



OVERVIEW

GANGGANG is a cultural development firm and creative advocacy agency based in Indianapolis that's made significant discoveries in support of more equitable places and spaces. We know that cities are stronger by activating the creative economy. The arts bring identity to place, connect cultures, and create community.

In the role outlined below—as curator, narrator, and community convener for the project—GANGGANG would work alongside The City of Westfield team to bring more beauty, equity, and culture to the City's new mixed-use development and plaza spaces by way of commissioned public artwork and community engagement, honoring the history of Westfield while also moving the city forward.

SCOPE + DELIVERABLES

PHASE 1: DISCOVERY + IDEATION

Timeline: 3 months

In this initial phase, we will collaboratively define goals, creative vision, scope, and logistics so that we can gain a deeper understanding of the community and the development process and needs for site-specific commissioned artwork and engagement. We will collaborate with the designated work group to review project plans, historic archives, available survey data, and locations, making sure that all parties feel valued and involved along the way.

- Strategy Session
 - *Why is this place historically significant?*
 - *What parts of that story does the community want to highlight?*
 - *What cultures and causes need to be centered through this piece?*
 - *What makes this space equitable and accessible / feel like a gathering point?*
- Audience Research (surveys + expert conversations)
- Site tours and design plan review (for context)
- Artist brainstorm (Westfield > Indiana > National)
- Curatorial Consulting
- Oversight of artist call and/or selection
- Artist presentation and approach (availability/feasibility)

PHASE 2: CENTERING BEAUTY, EQUITY, AND CULTURE

Timeline: 3 months

Information gathered during Ideation will be leveraged to inform the creative direction of the project. This phase of the process is critical and considers new ways of curating, artist selection, and narrating a community's legacy.

- Project Roadmap + Implementation Plan (Art Process + Approach, 3 cost tiers)
- Propose artists for commission consideration
- Concept Presentation for City of Westfield Workgroup
- Conduct Creative Workshop for artist(s), stakeholders, local community
 - *What art mediums could honor the history and create a new destination?*
 - *What cultures need to be centered and what stories need to be told?*
 - *What makes this space equitable and accessible for multiple audiences?*

PHASE 3: ARTIST DEVELOPMENT, INSTALLATION, DOCUMENTATION

Timeline: 9-12 months

GANGGANG will assist in the development of the site-specific piece(s) and any related art experiences that are tied closely to the community, exploring new ways of building consensus and centering equity as the process unfolds.

- Work with artist to develop site-specific commissioned artwork(s)
- Concept presentations for community input
- Fabrication and installation management
- Contribute to discussions about art reveal events
- Video and photography documentation

TIMELINE + INVESTMENT

PHASE 1: DISCOVERY + IDEATION

Timeline: 3 months

Investment: \$15,000

PHASE 2: CENTERING BEAUTY, EQUITY, AND CULTURE

Timeline: 3 months

Investment: \$25,000

PHASE 3: ARTIST DEVELOPMENT, INSTALLATION, DOCUMENTATION

Timeline: 12 months

Investment: \$50,000

TOTAL INVESTMENT: \$90,000

Payment Schedule:

PHASE 1 + 2 DURATION: JAN 1, 2025 - JUNE 1, 2025
\$6,666 per month / for 6 months

PHASE 3 DURATION: JULY 1, 2025 - JUNE 1, 2026

\$15,000	Artist brokerage + Concept Presentations
\$5,000	Concept presentations for community input
\$15,000	Fabrication and installation management
\$5,000	Art reveal event planning + workshop
\$10,000	Video + photography documentation

Note: For Phase 1 + 2, client to be invoiced on the first day of each month for six (6) months starting January 1, 2025. For Phase 3, client to be invoiced upon completion of specific deliverables as outlined in Payment Schedule. Installation to be timed and coordinated with project construction schedules. Fees do not include artist fees, materials, and shipping expenses. These will be estimated separately based on the findings of Phase 1 and 2.

We value every opportunity to collaborate and to invest in the creative economy. Thank you for considering a partnership with GANGGANG to center beauty, culture, and equity in central Indiana and beyond!

December 13, 2024

Via Electronic Mail (jfairman@westfield.in.gov)

Ms. Jenell Fairman
Executive Director
City of Westfield Redevelopment Commission
2278 East 171st Street
Westfield, Indiana 46074

Re: Engagement Letter – City of Westfield Redevelopment Commission

Dear Jenell:

The purpose of this letter is to confirm terms relating to our counseling and legal representation of the City of Westfield Indiana, its Redevelopment Commission, Downtown Westfield Community Development Corporation, and/or any affiliate or related entity (collectively, the “Client”). The services to be provided by our firm will relate to representation of the Client in its dealings with various entities, including municipal agencies, boards, and development entities, related to the development of commercial real estate projects, including but not limited to drafting, negotiating, and reviewing documents related to these projects, and any other matters authorized by the Client. We understand that our legal services, and the Client’s obligation to pay our legal fees, will be conditioned on the Client authorizing our services on a matter-by-matter basis.

To help determine the value of our services, each of our lawyers and legal assistants maintain time records for each client and matter. We record our time in units of tenths of an hour (rounded up). The time records are reviewed monthly by the principal attorney assigned to the Client before a statement is rendered. All attorneys and legal assistants of our firm are assigned hourly rates based primarily on experience and expertise. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. We view such rates as only a benchmark, and not as the sole determinant, of the value of our services for billing purposes. Instead, the amount of our billing statement will be the fair value of the services as determined by the principal attorney taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the novelty and complexity of the issues presented, the time constraints imposed upon us, the extent to which our investment in office systems have efficiently produced a high-quality product, the size and scope of the matter, results obtained, and other relevant circumstances. It is expected that our firm’s legal services will be provided primarily by the individuals, and at the rates, set forth on Schedule 1 attached to this letter. In the event that our services are provided for ongoing and various purposes related to advising and counseling the Client, we are happy to discuss a rate that more accurately reflects the value of those services.

One Indiana Square, Suite 2300
Indianapolis, Indiana 46204
www.WSHLaw.com

Tel: 317.231.9000

Fax: 317.231.9900

We reserve the right to revise our fee structure periodically upon notifying the Client and obtaining its agreement to any change in our rates or method of compensation. We will be entitled to reimbursement for actual out-of-pocket costs and expenses incurred in performing our services (e.g., messenger service, overnight delivery, and filing fees). There will be no “mark-up” of the costs and expenses for which we bill the Client, and there will be no charge billed for in-house printing or copying or long-distance phone calls. We reserve the right to bill monthly all incurred fees and expenses and to require that all bills be payable within 30 days after presentation.

The Client shall have the right at any time to terminate our services and representation upon written notice. Termination shall not, however, relieve the Client from the obligation to pay for all services provided and all costs and expenses incurred on its behalf prior to the date of termination. We reserve the right to terminate our legal services and representation of the Client if:

- (a) we determine providing further services to the Client is not permitted by the Indiana Rules of Professional Conduct;
- (b) The Client fails to pay, when due, any amounts required to be paid under the terms of this letter;
- (c) we discover an officer of the Client has made a misrepresentation in connection with any matter we are handling for the Client, or we discover any material variance between the facts as related to us by officers of the Client and the facts as they actually exist; or
- (d) The Client fails to heed our advice or recommendations or otherwise do not cooperate with us in our representation of it.

Non-Discrimination. We agree that we will not discriminate against any employee or applicant for employment to be employed in the performance of our representation of the Client, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of our agreement with the Client.

E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into an agreement with the Client, we are required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. We are not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. We hereby affirm that we do not knowingly employ an unauthorized alien. We further affirm that we will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

If this letter correctly reflects the Client’s understanding of our representation, please sign, date, and return this letter to us. This letter is confidential to the Client, and no other party may rely on it.

City of Westfield Redevelopment Commission
December 13, 2024

This letter will be effective and binding upon our firm when accepted on the Client's behalf by you or another officer of the Client.

We very much look forward to continuing to work with you and the City of Westfield. Please do not hesitate to call us with any questions.

Very truly yours,

WALLACK SOMERS & HAAS, P.C.

Agreed and accepted this ____ day of December, 2024.

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

By: Joe Plankis
Joe Plankis, President

And

By: Jenell Fairman
Jenell Fairman, Executive Director

SCHEDULE 1

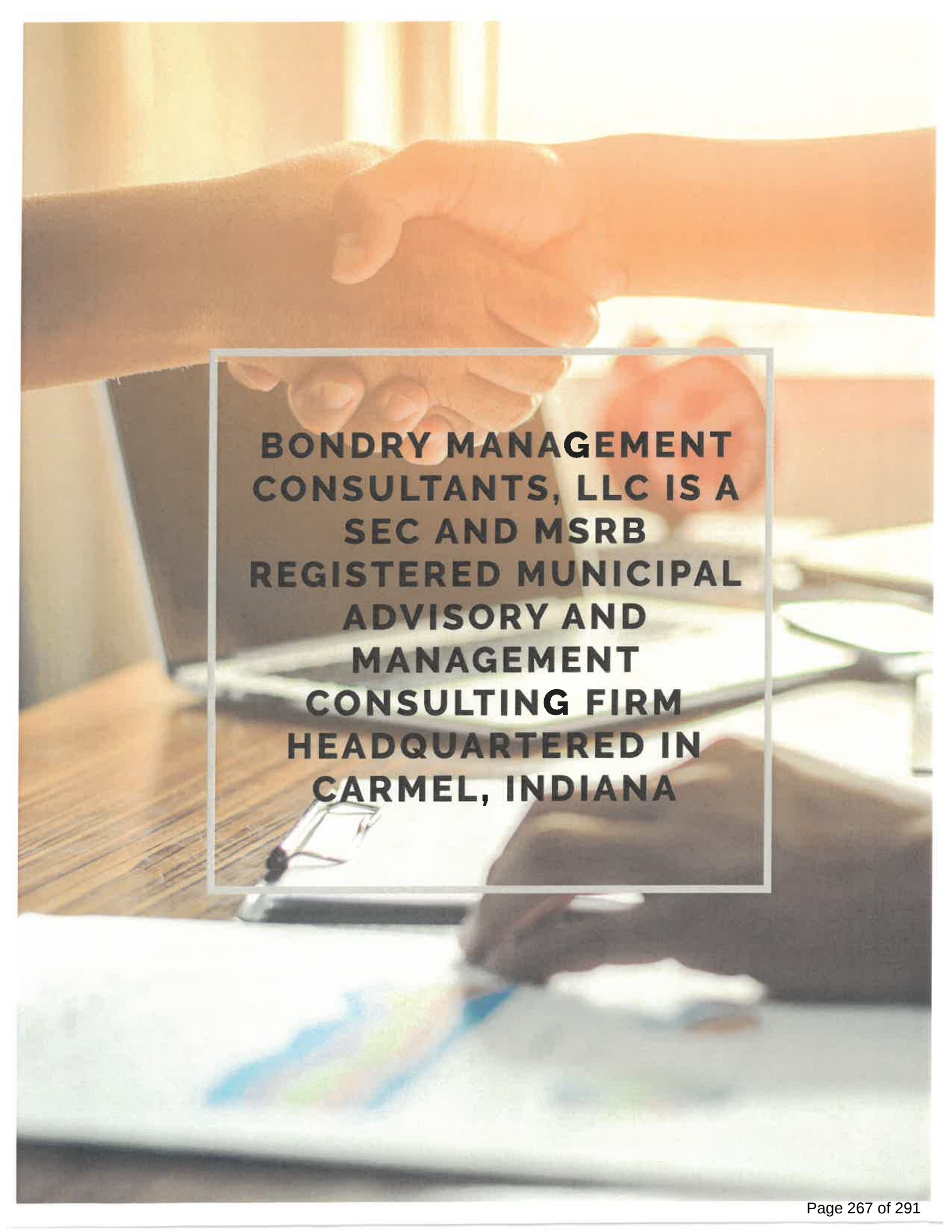
<u>Attorney</u>	<u>Billable Rate</u>
Adam W. Collins	\$550.00/hour
Ryan R. Wilmering	\$550.00/hour
Haley L. Soshnick	\$450.00/hour

<u>Support Staff</u>	<u>Billable Rate</u>
Lisa Clark	\$195.00/hour
Tracy Dillon	\$195.00/hour



CITY OF WESTFIELD REDEVELOPMENT COMMISSION





**BONDY MANAGEMENT
CONSULTANTS, LLC IS A
SEC AND MSRB
REGISTERED MUNICIPAL
ADVISORY AND
MANAGEMENT
CONSULTING FIRM
HEADQUARTERED IN
CARMEL, INDIANA**



Jenell Fairman – Director of Economic Development
City of Westfield Redevelopment Commission
2728 E 171st St,
Westfield, IN 46074

RE: Proposed Municipal Advisory Services

Dear Mrs. Fairman and Redevelopment Commissioners:

Founded in 2018, Bondry Management Consultants, LLC (“Bondry”) has established itself as a leader in the municipal finance industry and is committed to serving as trusted partners to our clients. Bondry is also a certified minority- and veteran-owned business enterprise and is currently Indiana’s only municipal advisory firm with these designations.

Bondry is dedicated to making a positive impact in the communities we serve, and we uphold the highest standards of integrity, transparency, and accountability with every engagement. We strive to deliver expert financial guidance and modern solutions that support thriving communities, fiscal responsibility, and the long-term well-being of our clients and their constituents.

Bondry collaborates closely with our clients through a more hands-on approach and personalized services. Our team is comprised of professionals with extensive backgrounds in public finance who understand the complex issues that cities, towns, and counties face today.

Thank you for considering this partnership. We look forward to this collaboration and the continued growth of the City of Westfield. Please feel free to contact us directly to schedule a meeting or if you have any further questions.

Bondry Management Consultants, LLC

Bondry Management Consultants, LLC

ELEVATED EXPERTISE.

BONDRY CONSULTING

PASSION.
EXPERIENCE.
DILIGENCE.

Create A Vision For Your Community

Our mission is to build a special bond with our clients by practicing honesty and integrity in fulfilling our responsibilities. Diversity is a key component to our mission. We are proud to represent different cultures and backgrounds that have influenced our ways of idea generation and fact-based recommendations. Each team member can critically analyze situations from different perspectives to assess our client's needs and best interests. We will work diligently to become a trusted extension of your team. The foundation of our company is built on creating a unique bond with you and your team.

Our purpose and motivation lie within the best interest of our clients.

Bondry provides advice and consultation that communities need in today's dynamic global environment to be agile, forward-thinking organizations that take proactive risk-mitigative approaches to future issues that may arise. We achieve excellence through an emphasis on diversity and inclusion and have found that the best solution comes from a fresh point of view that honors and incorporates community traditions.

- Duty of Care,
- Duty of Loyalty,
- Duty of Prudence,
- Duty of Good Faith,
- Duty of Confidentiality, and
- Duty of Disclosure



CERTIFICATIONS AND REGISTRATIONS

- Certified as a Minority Business Enterprise (MBE)
Indiana • Illinois • Kentucky
- Certified as a Veteran Business Enterprise (VBE)
- Certified as a Service-Disabled Veteran Owned Small Business (SDVOSB)
- Registered with the Security Exchange Commission (SEC)
- Municipal Securities Rulemaking Board (MSRB) as an independent municipal financial advisor
- Registered as Municipal Advisor Series 50
- Registered as Municipal Advisor Series 54
- Certified as DoD Financial Management (FM) Level 3



AN INTRODUCTION TO THE BONDRY TEAM



OSCAR GUTIERREZ PRINCIPAL

As the Founder and Principal of Bondry Consulting, Oscar Gutierrez brings over two decades of public finance insight and value to his clients. In his current role, Oscar has assisted municipalities across Indiana helping to execute their financial goals. Oscar was formerly the Senior Director of Facility Strategy and Financing for The Mind Trust and previously served as the City of Fishers' first Controller where he oversaw its Town-to-City financial transition and earned Fishers the unique distinction of operating as the only Indiana city with a 'AAA' credit rating from Standard and Poor's.

Before his time at Fishers, Oscar held the same position for the City of Lawrence, where he increased cash reserves by 200 percent and helped upgrade the City's credit rating.

Prior to his experience in municipal government, Oscar worked in various financial management capacities at the Department of Defense for which he was awarded the Joint Service Commendation Medal and Joint Service Achievement Medal. He served on active duty in the United States Air Force for four years and recently retired after 21 combined years as a Senior Non-Commissioned Officer in the Army Reserves.

Oscar serves on the board of Student Impact of Westfield, the Executive Boards of Bosma Enterprises, Quality Connection of Central Indiana, and the Supervisory Committee for Everwise Credit Union. He has been recognized as Indianapolis Business Journal's "40 under 40", as well as Indy's Best and Brightest winner in the field of Government by Junior Achievement of Central Indiana.

CERTIFICATIONS

FINRA SERIES 50

FINRA SERIES 54

Registered as Municipal Advisor with the Securities and Exchange Commission

Registered as Municipal Advisor with the Municipal Securities Rulemaking Board

DoD Financial Management (FM) Certification Level 3

EDUCATION

Thomas Edison State College, New Jersey

AN INTRODUCTION TO THE BONDRY TEAM



ALEX STANLEY
VICE PRESIDENT

Alex Stanley joined Bondry Management Consultants in January 2023. In his current role, he assists various types of municipal entities achieve their financial goals, including issuing bonds, assessing economic development and tax increment financing opportunities, and managing tax rates. Previously, he spent more than six years working with municipalities across Indiana as a consultant and senior consultant for H.J. Umbaugh & Associates/Baker Tilly with a focus in economic development and tax increment financing. It was in this role that Alex first met Oscar, who was the Controller

for the City of Fishers at the time. During his time with Umbaugh/Baker Tilly, Alex stepped away for 4 years to open the first franchise location of a local brewery/restaurant, Books & Brews Carmel, before returning to municipal finance.

Alex earned a Bachelor of Arts in Accounting from Franklin College and is also a Certified Public Accountant.

In addition to his role at Bondry, Alex and his wife, Lori, enjoy finding new breweries, traveling the country to visit MLB stadiums (Alex has been to all 30 stadiums), and spending time with their 3 dogs and 2 cats. When living in Indiana, Alex was a volunteer for Northern Lights Sled Dog Rescue, a husky/malamute rescue that he and Lori fostered dozens of dogs for and adopted their dogs from. Alex and Lori moved to Phoenix, Arizona in May 2023 where they quickly got involved with AZ Husky Rescue as volunteers and fosters. After just a few months, Alex joined the board of AZ Husky Rescue and currently serves as their Volunteer Coordinator and Foster Coordinator.

CERTIFICATIONS

FINRA Series 50 (Municipal Advisor Representative)

FINRA Series 54 (Municipal Advisor Principal)

Certified Public Accountant, State of Indiana

EDUCATION

Franklin College, Indiana

AN INTRODUCTION TO THE BONDRY TEAM



JAKE ORNDORFF
SENIOR FINANCIAL CONSULTANT

Jake Orndorff joined Bondry Management Consultants in January 2024. In this role, he is primarily responsible for assisting municipalities with economic development and project finance which includes issuing bonds, creating and managing tax increment allocation areas, negotiating developer incentives, managing tax rates, and financial reporting. He spent the previous three years gaining experience as a Consultant with Baker Tilly Municipal Advisors and Raftelis Financial Consultants serving a wide range of municipal and utility clients in Indiana and central Florida. In these roles he was able to secure over \$130 million in debt funding for his client's economic development projects.

Jake earned a bachelor's degree in Public Financial Management from Indiana University and is a Series 50 registered Municipal Advisor. Jake plans to continue his education by earning a master's degree in public finance and obtaining certification as a Certified Government Financial Manager.

In his free time, Jake and his wife, Emily, enjoy hiking, going to the beach, finding new restaurants and coffee shops, frequenting local theme parks, and spending time with their dog (River). Jake and Emily are both from the Midwest, but moved to Orlando, Florida in August 2023 to be near extended family.

CERTIFICATIONS

FINRA SERIES 50

EDUCATION

Indiana University, Bloomington, Indiana

AN INTRODUCTION TO THE BONDRY TEAM



MARIELLE RUJEVCAN
MUNICIPAL ADVISOR/CONSULTANT

Marielle Rujevcán joined Bondry Consulting in January 2021. In her current role, she helps with the issuance of bonds for many different types of municipal entities. Previously, she was a Budget Intern for the Office of Finance and Management with the City of Indianapolis. In this role, she helped assist with the development and management of the annual budget. This experience solidified her passion for public finance and government. Her favorite part about the field is being able to help make a difference for citizens.

Ms. Rujevcán earned a Bachelor of Science in Public Management from the O'Neill School of Public and Environmental Affairs at Indiana University, Indianapolis. She greatly enjoys being an active alumni and volunteers as a panelist for a financial management class each semester. Marielle is hoping to continue her education by earning a Master's in Public Administration in the near future.

In addition to being a financial consultant, Marielle enjoys trying all of the amazing restaurants located in Indianapolis and traversing the Monon Trail. She also likes doing trivia with friends, playing games, and going to local events

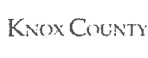
EDUCATION

Indiana University - Indianapolis

RECENT TRANSACTIONS

These recent bond financing tombstones (see below) are examples of financial transactions by Bondry (participation as a consultant or municipal advisor) that resulted in the successful financing of several Indiana municipal and school facilities.

In each of these financing transactions, Bondry played a crucial role in compiling, analyzing, projecting, and accurately portraying each government entity's financial, operating, and strategic data to prospective bond investors. Bondry's quality work on these project financings came not only from their effective communications with others involved in the transactions, but also from the firm's general municipal market knowledge and ability to pull data from a wide range of raw information sources.

 \$16,265,000 Fort Harrison Reuse Authority, Indiana General Obligation Bonds, Series 2024	 \$7,030,000 Fort Harrison Reuse Authority, Indiana Tax Increment Revenue Bonds, Series 2024B	 \$20,145,000 City of Westfield, Indiana Redevelopment Authority Lease Rental Revenue Bonds, Series 2024	 \$102,500,000 Hamilton County Public Building Corporation, Indiana Lease Rental Revenue Bonds, Series 2024	 \$7,000,000 City of Lawrence, Indiana General Obligation Bonds, Series 2024	 \$1,765,000 Fort Harrison Reuse Authority, Indiana Tax Increment Revenue Bonds, Series 2024A	 \$8,500,000 Ohio Township, Warrick County, Indiana General Obligation Bonds, Series 2023
 \$1,640,000 City of Danville, Indiana General Obligation Bonds, Series 2023	 \$5,125,000 Hamilton County General Obligation Bonds, Series 2023	 \$12,000,000 Hamilton County Redevelopment District Bond Anticipation Notes, Series 2023	 \$3,405,000 Warrick County Solid Waste Management District, Indiana Solid Waste Management District Bonds, Series 2023	 \$570,000 Mill Township, Grant County, Indiana General Obligation Bonds, Series 2023	 \$4,526,193.18 Matchbook Learning CDFI Loan 2023	 \$28,420,000 Hamilton County County Bridge Improvement Bonds Series 2023
 \$35,465,000 City of Mishawaka Lease Rental Revenue Bonds Series 2023 A - B	 \$5,650,000 Hamilton County General Obligation Bonds Series 2022B	 \$19,675,000 Hamilton County General Obligation Bonds Series 2022A	 \$2,660,000 Manchester Community Schools General Obligation Bonds 2022	 \$3,730,000 City of Rushville Waterworks Revenue Bond Series 2022	 \$3,830,000 City of Rushville Sewage Works Revenue Bond Series 2022	 \$16,720,000 Hamilton County County Bridge Improvement Bonds Series 2022 Limited Ad Valorem Tax Levy
 \$8,500,000 Wells County Lease Rental Revenue Bonds Series 2022	 \$30,150,000 Knox County Lease Rental Revenue Bonds Series 2022	 \$3,750,000 Kountry Kitchen First Mortgage Loans Renew Loans 2022	 \$42,635,000 City of Lebanon Lease Rental Revenue Bonds Series 2022 A - B	 \$5,633,263 Polk Stables 504 SBA 2022	 \$2,780,000 Warrick County Solid Waste Management District Solid Waste District Refunding Bonds Series 2022	 \$11,500,000 Manchester Community Schools Ad Valorem Property Tax First Mortgage Bonds Series 2022



APPENDIX A: ENGAGEMENT LETTER

Jenell Fairman – Redevelopment & Economic Development Director
City of Westfield Redevelopment Commission
2728 E 171st St,
Westfield, IN 46074

RE: Proposed Municipal Advisory Services

Dear Mrs. Fairman and Redevelopment Commissioners:

Bondry Management Consultants, LLC (“Municipal Advisor” or “Bondry”) is pleased to confirm our engagement to provide general municipal advisory services for the City of Westfield Redevelopment Commission (the “Client”). The Scope of Work on the following pages details the terms and conditions under which we will provide our services.

Please confirm your agreement with the terms outlined in this proposal by signing and returning an executed copy. If you have any questions or require further clarification on the Scope of Work, please do not hesitate to contact a team member.

Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual contract with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

Bondry looks forward to working with you and contributing to the success of the City of Westfield. Thank you for the opportunity to serve you and your constituents.

Bondry Management Consultants, LLC

Bondry Management Consultants, LLC



SCOPE OF WORK I

This Scope of Work I: RDC Municipal Advisory Services ("SOW I") is entered into as of the executed date of this agreement (the "Effective Date") by and between Bondry Management Consultants ("BONDRI") and the City of Westfield Redevelopment Commission ("Client") in conjunction with the Master Services Agreement between BONDRI and the City of Westfield Redevelopment Commission executed on the same date as this agreement (the "MSA").

Section I **Purpose**

The parties agree that the purpose of this SOW I shall be to for Bondry to assist with bond planning and Implementation required by statute for the City of Westfield Redevelopment Commission and associated entities. In entering into this SOW I, the parties acknowledge and affirm the value and sufficiency of the terms, conditions, promises and consideration exchanged herein.

Section II **Activities & Scope**

The work to be performed under this SOW I shall consist of the activities described below with respect to Client's future issuance(s) (the "Issue(s)"). The service performed under this SOW I shall also include activities described below with respect to municipal financial products (as specified below) entered into by Client or in effect during the term of the MSA (the "Product"). In addition, and solely for the purposes and scope of this SOW, BONDRI is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue or Product(s) described in this SOW I.

For the sake of clarity, references to "advice" or "advising" in this SOW I do not refer to legal advice generally or legal advice regarding the tax treatment of the proposed issue and should not be relied upon as such. BONDRI is not a law firm.

In carrying out the engagement described in this SOW I, BONDRI may, as directed by client, undertake some or all the following activities for or on behalf of Client with respect to the Issue(s) or Product(s) that are the focus of the SOW I:

- A. **Strategic Management:** Provide strategic recommendations and guidance on financial management, planning, risk mitigation, and ongoing course adjustments.
- B. **RDC Bond Issuances and Refinancings:** Support bond issuance and refinancing efforts, including evaluation, market consultation, structure and timing planning, document preparation, and advisory on sale methods.
- C. **RDC Reporting and Feasibility:** Provide required RDC reporting, feasibility reports, compliance documentation, and ad hoc reports as needed. Details of the fee structure for these services can be found on the compensation page.
- D. **Additional Ad-Hoc Tasks:** Perform other tasks as requested by the Client.
- E. **Abatement Reporting:**
 - a. Type A
 - i. All initial abatement analyses for abatements under consideration that have not yet been approved
 - ii. Analysis will identify abatement savings to the company and property tax loss to City
 - iii. Meets the following criteria:
 - 1. 1 legal entity
 - 2. 1 investment that all comes online in the same year
 - 3. 100% of investment AV is eligible for abatement
 - b. Type B
 - i. Any compliance analysis where:
 - 1. More than 1 legal entity under same company (these would all be billed individually)
 - 2. More than 1 investment "phase"
 - 3. Investment comes online in multiple years
 - 4. More than 1 abatement (e.g., each "phase" of investment has its own abatement schedule)
 - 5. Not all investment AV is eligible for abatement, so we have to track both abatement eligible and non-abatement eligible AV
 - 6. More than 1 Form 103-Long/ER

Compensation

1. Scope A: Strategic Management

- a. Compensation for Scope A is included as part of our ongoing work detailed below.

2. Scope B: RDC Bond Issuances and Refinancings

- a. All bond series under Scope B are subject to a flat fee of \$60,000, unless a different fee is mutually agreed upon by both parties.

3. Scope C: RDC Reporting and Feasibility

- a. DLGF Annual Reporting
 - i. April 15th Reports/TIF Neutralizations/December 1st Spending Plan/Annual Report:
 - 1. 1-5 allocation areas: \$3,000 per area
 - 2. 6-10 allocation areas: \$2,500 per area
 - 3. 11-15 allocation areas: \$2,000 per area
 - 4. 16+ allocation areas: \$1,500 per area
 - ii. Pass-through letters: \$1,000 per letter
- b. TIF/Economic Development Feasibility
 - i. Initial report: \$5,000 (includes two revisions without material changes to the site plan)
 - ii. Updated report with material changes: \$3,000
 - iii. Updated report with immaterial changes: \$750
- c. Abatement Analysis
 - i. Type A: \$1,500
 - ii. Type B: \$2,000
- d. Abatement Compliance
 - i. After abatement approval: \$2,000 per year
- e. Tax Impact Statement for Creation/Amendment of Allocation Area
 - i. \$5,000 - \$7,500 - as mutually agreed by both parties (and dependent on actions being proposed).
- f. Bond Reports
 - i. Consulting Report/Parity Report: \$5,000 each
 - ii. Lease Sufficiency Report: \$3,000
- g. RDC Budgeting/Cash Flow
 - i. 1-5 allocation areas: \$3,000 per area
 - ii. 6-10 allocation areas: \$2,500 per area
 - iii. 11-15 allocation areas: \$2,000 per area
 - iv. 16+ allocation areas: \$1,500 per area

4. Scope D: Additional Ad-Hoc Tasks

- a. Compensation for special projects and additional ad-hoc tasks will be negotiated based on the specific project requirements.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is entered into by and between Bondry Management Consultants LLC, a SEC/MSRB-registered BONDRY with its principal office at 35 E. Main Street, Suite 200, Carmel, Indiana 46032 (hereafter "BONDRY") and the City of Westfield Redevelopment Commission on (the "Effective Date").

This Master Service Agreement and any/all attendant Scopes of Work ("SOWs") entered into between the Parties shall constitute the entirety of the Agreement between the Parties.

Section I **Scope of Services**

- 1.1 **Services to be Provided:** Pursuant to this MSA, BONDRY is engaged by Client as its municipal advisor to provide services with respect to certain municipal advisory and the issuance of municipal securities ("Issues") or municipal financial products ("Products"). Specific services within this scope shall be detailed and agreed to by the Parties in attendant Scopes of Work ("SOWs"). All SOWs shall be governed by this MSA.
- 1.2 **Limitations on Scope of Services:** The Scope of Services is subject to the following limitations:
 - 1.2.1 BONDRY's Scope of Services is limited solely to the services described in this MSA and any/all attendant SOWs entered into between the Parties.
 - 1.2.2 If Client has designated BONDRY as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption") with respect to the activities described in the Scope of Services, the Scope of Services as they relate to such designation shall be subject to any limitations with respect to BONDRY's activities as IRMA as may be provided in the Scope of Services described herein. BONDRY is not responsible for verifying that it is independent (within the meaning of the IRMA Exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of BONDRY afforded under the IRMA Exemption. Any reference to BONDRY, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by BONDRY, and Client agrees not to represent, publicly or to any specific person, that BONDRY is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities,

outside the Scope of Services without BONDRY's prior written consent.

- 1.3 Amendment to Scope of Services: This MSA and and/all attendant SOWs may be changed only by written amendment signed by both parties.

Section 2 **BONDRY's Regulatory Duties & Client's Cooperation**

- 2.1 Reasonable Inquiry: MSRB Rule G-42 requires that BONDRY make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for any advice provided by BONDRY to Client. The rule also requires that BONDRY undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. BONDRY is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.
- 2.2 Client Cooperation: Client agrees to cooperate, and to cause its agents to cooperate, with BONDRY in carrying out these regulatory duties, including providing to BONDRY accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have BONDRY provide advice regarding any recommendation made by a third party, Client will provide to BONDRY written direction to do so as well as any information it has received from such third party relating to its recommendation.
- 2.3 Required Disclosures: MSRB Rule G-42 requires that BONDRY provide the Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Municipal Advisor's Disclosure Statement contained in Annex A of Agreement.

Section 3 **Term of this Engagement**

- 3.1 Term: The Term of this MSA begins on the Effective Date and shall continue until terminated as provided below. The MSA may only be renewed for successive one-year terms upon the written approval of both parties. Timelines and completion dates for specific work/projects shall be provided in attendant SOWs.
- 3.2 Termination: This MSA and/or any attendant SOW may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of

its intention to terminate, specifying in such notice the effective date of such termination.

- 3.3 Effect of Termination: If the MSA and/or any attendant SOW is terminated by Client without cause BONDRY shall be entitled to a pro-rata share of fees commensurate with work performed on any/all SOWs from the commencement of the SOW until termination.

Section 4 **Compensation**

- 4.1 Fees and expenses: Fees will be outlined in section three of the statement of work. Expenses incurred by BONDRY in connection with any services provided here under shall be reimbursed, as set forth in attendant SOWs.
- 4.2 Payment Terms: Payment terms on all invoices issued by BONDRY to Client shall be due net forty five (45) from the date upon which the invoice is issued.

Section 5 **General Provisions**

- 5.1 Limitation of Liability: In the absence of willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties hereunder on the part of BONDRY or any of its associated persons, BONDRY and its associated persons shall have no liability to Client for any act or omission in the course of, or in connection with, rendering services hereunder. This includes any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product, or any other investment. No recourse shall be had against BONDRY or its associated persons for loss, damage, liability, cost, or expense of Client unless such loss arises from willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties.

Notwithstanding the foregoing, nothing in this paragraph shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability cannot be contractually waived, nor shall it diminish Municipal Advisor's fiduciary duty under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and related rules.

Bondy shall maintain professional liability insurance coverage sufficient to cover any claims arising from the services rendered under this Agreement, including but not limited to claims involving willful misconduct, bad faith, gross negligence, or reckless disregard of obligations. Proof of insurance coverage shall be provided to Client upon request.

- 5.2 Client Responsibilities: The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services provided by Municipal Advisor. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
- 5.3 Use of Client's Name and Logo: Client agrees to allow Bondry to use Client's name and logo for the purpose of displaying information on recent transactions and clients to third parties in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a BONDY customer.
- 5.4 Waiver of Jury Trial: EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.
- 5.5 Choice of Law: This MSA and all attendant SOWs shall be construed and governed in accordance with the laws of the State of Indiana. The appropriate venue shall be courts in Hamilton County, Indiana.
- 5.6 Binding Effect; Assignment: This MSA and all attendant SOWs shall be binding upon and inure to the benefit of Client and BONDY, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- 5.7 Entire Agreement: This MSA, including all attendant SOWs, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This MSA may not be amended, supplemented, or modified except by means of a written instrument executed by both parties.
- 5.8 Severability: If any provision of this MSA or any attendant SOW is, or is deemed to be, invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule, or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative, or unenforceable in any other case or circumstance, or make any other provision or provisions of this MSA invalid, inoperative, or unenforceable to any extent whatever.

- 5.9 No Third-Party Beneficiary: This MSA and all attendant SOWs are made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this MSA.
- 5.10 Confidentiality: The Parties acknowledge and confirm that any oral or written information exchanged among them with respect to this MSA and/or any SOWs constitutes confidential information. The Parties shall maintain the confidentiality of all such information. Without the prior written consent of the Party who had provided such information, none of the Parties shall disclose any confidential information to any third party, except in the following circumstances: (a) such information is or comes into the public domain (through no fault or disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations including but not limited to Indiana's Access to Public Records Act; or (c) "information required to be disclosed by any Party to its employees, vendors, service providers, etc. to allow Parties to perform its duties under this MSA. Disclosure of any confidential information by the staff or employee of any Party shall be deemed as disclosure of such confidential information by such Party, for which the Party shall be held liable for breach of this Agreement. This Article shall survive the termination of this Agreement for any reason.
- 5.11 Mutual Indemnification: BONDRIY shall defend, indemnify, and hold harmless Client and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of BONDRIY to observe and perform any of its obligations under this MSA and any attendant SOWs and/or (2) any intentional or negligent act or omission by BONDRIY. Client shall defend, indemnify, and hold harmless BONDRIY and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of Client to observe and perform any of its obligations under this MSA and any attendant SOWs and/or (2) any intentional or negligent act or omission by Client.
- 5.12 Compliance: Bondry will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and will obtain, maintain, and comply with the requirements of all registrations, licenses, consents, and filings with any party or any public authority required in connection with Contractor's operations or the execution and performance of this Agreement.
- 5.13 Agency Not Intended: BONDRIY has no power or right to incur any liability or obligation in the name of Client and has no power or right to bind Client to any contracts or agreements. BONDRIY may not represent the contrary, either expressly or implicitly, to anyone.



5.14 BONDRY agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this MSA or any attendant SOW, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the MSA or any attendant SOWs..

5.15 Pursuant to Ind. Code § 22-5-1.7-11, BONDRY, by entering into this MSA with the Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. BONDRY is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this MSA, BONDRY affirms that it does not knowingly employ an unauthorized alien.

- 5.16 Non-Exclusivity: Client also acknowledges that BONDY provides services to other clients. BONDY may give advice or take action with other clients that differs from the action taken or advice given to Client
- 5.17 Authority: The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct BONDY's performance of its activities under this MSA and all attendant SOWs:

Joe Plankis– Board President
Jenell Fairman – Director of Economic Development
RDC Board Members

- 5.18 Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

On behalf of Bondry Management Consultants:



Oscar Gutierrez, President

Date

On behalf of the City of Westfield
Redevelopment Commission:


PRESIDENT

Date

12/16/2024

ANNEX A: MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients' disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

General Mitigations & Fiduciary Duty: As general mitigations of BONDRY's conflicts, with respect to all the conflicts disclosed below, BONDRY mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates BONDRY to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to BONDRY's financial or other interests. In addition, because BONDRY is a municipal advisor with significant capital due to the nature of its overall business, the success and profitability of BONDRY is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, BONDRY's municipal advisory supervisory structure, leveraging our long-standing and comprehensive supervisory processes and practices, provides strong safeguards against individual representatives of BONDRY potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this MSA and any attendant SOWs may be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BONDRY to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor Relationships. BONDRY serves a wide variety of clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of Client. For example, BONDRY serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client.



under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, BONDY could potentially face a conflict of interest arising from these competing client interests.

III. Other Services. In addition to serving as a municipal adviser, BONDY also offers press release services and economic development services through an affiliate. Clients who engage BONDY for municipal advisory services may, but are not required, to engage our affiliate for these additional services. Having an affiliate that performs services to municipal advisers, including some of BONDY's clients, creates a conflict of interest, particularly since BONDY's employees also perform services for the affiliate.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients' certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

To the extent that any disciplinary action exists against BONDY as a Municipal Advisor, or its employees, it would be reported to the SEC on Form MA or MA-1. Those forms are available at <http://www.sec.gov>

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information regarding any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Create A Vision For Your Community

Our mission is to build a special bond with our clients by practicing honesty and integrity in fulfilling our responsibilities. Diversity is a key component to our mission. We are proud to represent different cultures and backgrounds that have influenced our ways of idea generation and fact-based recommendations. Each team member can critically analyze situations from different perspectives to assess our client's needs and best interests. We will work diligently to become a trusted extension of your team. The foundation of our company is built on creating a unique bond with you and your team.

Our purpose and motivation lie within the best interest of our clients. Bondry provides advice and consultation that communities need in today's dynamic global environment to be agile, forward-thinking organizations that take proactive risk-mitigative approaches to future issues that may arise. We achieve excellence through an emphasis on diversity and inclusion and have found that the best solution comes from a fresh point of view that honors and incorporates community traditions.

- 01 Municipal Advisor Services & Public Finance**
- 02 Economic Development**
- 03 Public Relations & Creative Services**

Contacting **Bondry Consulting**



35 East Main Street, Suite 200, Carmel, IN 46032



317.537.9555



info@bondryconsulting.com



bondryconsulting.com

December 12, 2024

Ms. Jenell Fairman, Executive Director
Westfield Redevelopment Commission
by email

cc: Chris Dempsey
Sarah Kellerman, Perkins & Will

Dear Jenell:

As discussed today, we are here requesting a slight expansion of our scope to allow us to enlarge the Regulating Plan documents to include the northern sector of the study area as well as the south.

When this project began, the consensus was that, while the southern portion of the plan was likely to move forward quickly, the northern portion was situated further in the future and also likely to see its program change significantly before development was imminent. Now, more than six months on, the planning process has helped lead to an outcome where the northern sector seems no less likely than the south.

While the Illustration Plan shows one possible outcome for a study area, it has no teeth. It provides greater specificity towards an outcome that it can't control. In contrast, a Regulating Plan provides less detail about those aspects of the plan that don't matter, such as specific building layout and use, but does delineate—in digital rather than hand-drawn format—those aspects that are essential to the quality of the outcome, independent of final uses or building types. These include the location of curbs, trees, civic spaces, and the building edges that are needed to shape the public realm. Without a Regulating Plan in place, we cannot have confidence in the outcome of our design effort.

For this reason, we are asking for a limited amount of additional funding (\$16,000) in order to complete this plan. We would of course be tempted to do this work for free, but we are bumping up against our budget due to some unexpected additional client-led changes beyond the single round of revisions included in our contract.

This leads us to the following Proposed Additional Scope:

- Prepare two additional drawings that provide the graphics necessary to extend the regulating plan standards clearly into the North Area: (1) Regulating Plan - Buildings + Retail, (2) Regulating plan - Landscape + Public Spaces
- Produce limited new accompanying descriptive text.

- Integrate 2 drawings into Regulating Plan Document layout. (2-3 additional 11x17 spreads in layout)
- Manage internal and external review of new content including:
 - Conduct 1 additional North stakeholder group meeting
 - Conduct 1 round of review and feedback (in layout) specific to these new document spreads and maps.

This work can be completed and completely integrated into the final plan by Jan 31st. We understand you have meetings prior requiring plan submittals, but believe that this addition to the Regulating Plan is not needed for those meetings; let us know if we have misunderstood your needs.

Fee for this work would be \$16,000. Any additional time spent would be approved by the client prior to effort.

We are hopeful that this proposal meets with your approval. Please let us know if it needs to be modified to better meet your needs.

Sincerely yours,

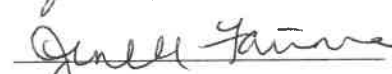


Jeff Speck, FAICP FCNU LEED-AP Hon.ASLA

CITY OF WESTFIELD REDEVELOPMENT COMMISSION


 Joe Plankis, President

12/20/2024
 Date


 Jenell Fairman, Executive Director

12/20/2024