

## EVENT AGREEMENT

This Tenant Event Agreement (this "Agreement") is executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Browning/Duke LLC, a Delaware limited liability company ("Browning/Duke") and Town of Whitestown ("Town of Whitestown").

WHEREAS, Browning/Duke is the owner of certain property located in AllPoints at Anson Business Park as denoted on Exhibit A.;

WHEREAS, Town of Whitestown desires to use the area denoted on Exhibit A (collectively, the "Designated Areas") for the purposes of an event hosted by the Town of Whitestown, on Saturday, October 24, 2020 (the "Event"); and

WHEREAS, Browning/Duke has agreed to permit Town of Whitestown to use the Designated Areas for the Event, subject to the terms and conditions described below, and Town of Whitestown has agreed to release, indemnify and hold harmless Browning/Duke from all injuries and damages arising from Town of Whitestown's use of the Designated Areas for such purpose.

NOW THEREFORE, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Browning/Duke and Town of Whitestown hereby agree as follows:

1. Grant of Use of Designated Areas. Browning/Duke hereby grants to Town of Whitestown permission to use the Designated Areas for the Event.
  
3. Fee. Upon execution and delivery of this Agreement, Town of Whitestown shall pay to Browning/Duke the sum of Zero Dollars (\$0.00) for the Event.
  
4. Covenants of Town of Whitestown Regarding Event. In connection with the Event, Town of Whitestown understands and agrees to the following:
  - A. The Event shall be limited to the hours of 1:00 p.m. 10:00 p.m. on October 24, 2020.
  - B. Town of Whitestown shall not place, attach, affix or otherwise install any signage or decorations in, on or about the Designated Areas, except as expressly consented to in writing by Browning/Duke. In the event, Browning/Duke consents to such signage or decorations, Town of Whitestown shall be obligated to remove such decorations promptly upon completion of the Event and to otherwise repair and restore the Designated Areas to its condition existing prior to the Event.
  - C. Town of Whitestown shall comply with all reasonable directions of Browning/Duke with respect to Town of Whitestown's use of the Designated Areas and with all applicable AllPoints at Anson Business Park's rules and regulations.
  - D. Town of Whitestown shall use and occupy the Designated Areas in a safe, careful, reputable and lawful manner for the Event and shall not use the Designated Areas for any other purposes whatsoever.
  - E. Town of Whitestown shall not be permitted to sell to anyone any alcoholic beverages within the Designated Areas.

- F. Town of Whitestown shall not engage in any cooking or food preparation in the Designated Areas, except as otherwise expressly consented to in writing by Browning/Duke.
- G. Town of Whitestown shall not do or permit anything to be done on or about the Designated Areas, which will in any way obstruct or interfere with the rights of other tenants or occupants of the AllPoints at Anson Business Park or injure or annoy them.

5. Town of Whitestown's Cleaning Obligation. Upon completion of the Event, Town of Whitestown shall remove all of its personal property, decorations, waste materials and rubbish from in, on or about the Designated Areas and restore the Designated Areas to the condition existing prior to the Event. The disposal of all waste materials or rubbish by Town of Whitestown shall be done in compliance with all laws, rules and regulations. Should Town of Whitestown fail to comply with the obligations set forth herein, Browning/Duke may, at the sole cost and expense of Town of Whitestown, perform such cleaning services which Town of Whitestown shall reimburse Browning/Duke for said costs.

6. Insurance. Town of Whitestown shall maintain, at its own expense, a commercial general liability insurance policy, including "host" liquor liability insurance if alcohol will be served, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage, issued by an insurance company acceptable to Browning/Duke, which insures Town of Whitestown's use of the Designated Areas for the Event. Such insurance policy shall protect Town of Whitestown and Browning/Duke as their interests may appear, naming Browning/Duke as an additional insured. In the event Town of Whitestown engages a third-party contractor for any purpose associated with the Event, Town of Whitestown shall cause such third-party contractor to secure and maintain commercial general liability insurance, including "host" liquor liability insurance if alcohol will be served, in the amount of Two Million Dollars (\$2,000,000.00) issued by an insurance company acceptable to Browning/Duke naming Browning/Duke LLC as an additional insured. Prior to the Event, Town of Whitestown shall furnish Browning/Duke with certificates of insurance evidencing such coverages required herein.

7. Town of Whitestown's Release and Indemnification of Browning/Duke. Town of Whitestown shall assume the risk of, be responsible for, and, to the fullest extent permitted under applicable laws, release, indemnify, defend and hold Browning/Duke, and its officers, members, managers, agents, contractors, employees and invitees, harmless from any and all claims, actions, suits, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and disbursements, relating to or arising out of: (i) the Event, including, without limitation, the serving and consumption of food and alcoholic beverages; (ii) any default or failure of Town of Whitestown to perform its obligations under this Agreement; (iii) the condition of the Designated Areas; or (iv) the acts or omissions of Tenant or Tenant's employees, contractors or agents on or about the Designated Areas or the Property. Town of Whitestown shall bear the risk of any loss or damage to Town of Whitestown's personal property in, on or about the Designated Areas. Town of Whitestown's indemnification as described herein shall survive the termination of this Agreement and with respect to claims brought in connection with the Event.

8. Condition of Designated Areas. Town of Whitestown has personally inspected the Designated Areas and accepts the same "AS IS", and it is understood and agreed that Browning/Duke is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the Designated Areas. Browning/Duke assumes no obligation to make any improvements to, or to provide any security for, the Designated Areas, or to ensure that the

Designated Areas complies with applicable zoning ordinances or other laws and regulations. Town of Whitestown agrees that all of Town of Whitestown's personal property of every kind or description which may at any time be on the Designated Areas shall be on the Designated Areas at Tenant's sole risk or at the risk of those claiming through or under Tenant, and in no event shall Landlord be liable for the same.

9. Notices. All notices required or permitted to be given pursuant to this Agreement shall be made via U.S. Mail or express courier to such party's address as provided.

10. General. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State in which the Designated Areas are located. The captions and section numbers shall not be considered in any way to effect the interpretation of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof. This Agreement may not be amended except in writing, signed by both parties hereto.

11. Authority. Each party hereto hereby certifies that (a) the individual signing on behalf of said party is fully empowered and duly authorized by any and all necessary action or consent required under any articles of incorporation, bylaws, operating agreement or other agreement to execute and deliver this Agreement for and on behalf of said party; (b) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (c) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Agreement may be accomplished by electronic facsimile or PDF reproduction ("Electronic Delivery"); if Electronic Delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

**TOWN OF WHITESTOWN**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**BROWNING/DUKE LLC**

BROWNING/DUKE LLC,  
A Delaware limited liability company

By: Duke Realty Limited Partnership,  
An Indiana limited partnership,  
Its manager

By: Duke Realty Corporation,  
An Indiana corporation,  
Its general partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A  
Event Area**

