

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this **ninth day of April 2026** by and between the CITY OF FORT WAYNE **BOARD OF PARK COMMISSIONERS**, by and through the Fort Wayne Department of Parks and Recreation (“Parks”) and **GLORIOUS GATE ROWING ASSOCIATION, INC.**, an Indiana non-profit corporation (“G2”). Parks and G2 are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

Parks is the owner of multiple park grounds and supporting facilities, including Shoaff Park, in the City of Fort Wayne, Indiana (“City”) which are owned and operated by Parks for the purpose of promoting and enhancing quality of life experiences for the general public through their use and enjoyment of Park’s many assets and amenities. G2 is engaged in sponsoring and supporting organized rowing opportunities on the City’s rivers for individuals and groups of varying abilities interested in rowing as a sport or physical fitness activity, such as rowing practices and events which include but are not limited to rowing competitions and regattas (collectively, the “G2 Activities”). The Parties recognize that the promotion of the G2 Activities and other boating activities in the St. Joseph River, the ability to hold the G2 Activities and similar activities for G2’s supporting partners, the ability to provide a safe launching location for G2 and other boat operators and the furtherance of the Riverfront Fort Wayne Conceptual Plan would be advanced through the acquisition and installation of a dock in Shoaff Park on the St. Joseph River. In accordance therewith the Parties agree to enter into this MOA for the purchase, installation and use of a dock in Shoaff Park upon the following terms and conditions:

1. G2 shall purchase and pay for the dock to be installed on the St. Joseph River in Shoaff Park, the vendor and specifications for which have been agreed upon in advance G2 and Parks as evidenced by the written agreement of the Parties, a copy of which is attached hereto and made a part hereof as Exhibit A (the “Dock”).
2. The Dock shall be installed by G2 at its cost on or before April 17, 2021 in Shoaff Park at the location on the St. Joseph River shown on attached Exhibit B (the “Dock Site”) which Dock Site location has been approved in writing by Parks and G2 as evidenced by Exhibit B. Parks shall at its cost prepare the Dock Site for the installation of the Dock. Parks shall obtain and pay for all permits and licenses required by federal and state authorities to install and maintain the Dock at the Dock Site during the Initial Term and the Additional Term (as hereinafter defined). Upon the completion of the installation of the Dock, G2 shall transfer and convey the Dock to Parks for One and 00/100 Dollars (\$1.00) and the other good and valuable consideration realized by G2 under this MOA.
3. The Dock shall be installed and maintained by Parks at the Dock Site on a seasonal basis each year for a period of five (5) years (the “Initial Term”). The Initial Term may be extended by the Parties for a maximum of one (1) additional five (5) year term (the “Additional Term”).

upon the written agreement of the Parties executed not less than ninety (90) days prior to the expiration of the Initial Term. Parks shall in its sole discretion determine the length of the season during which the Dock shall be located at the Dock Site in each year of the Initial Term and the Additional Term. The installation, maintenance, repair, replacement, removal, winterization and storage of the Dock during the Initial Term and Additional Term shall be the obligation of Parks at Parks' cost. G2 shall have no maintenance, repair, replacement, removal, winterization and storage obligations for the Dock during the Initial Term or the Additional Term. Parks shall maintain during the Initial Term and the Additional Term property damage insurance which shall insure against physical damage to or loss of the Dock in the amount of Twenty-Five Thousand and 00/100 \$25,000.00. Such insurance coverage shall be provided by Parks through the self-insurance program of the City. Parks agrees to use such proceeds to the extent required, to rebuild, replace, or repair the Dock to substantially the same condition the dock was in immediately prior to the occurrence of the casualty loss or other property damage.

4. Parks shall waive payment of Special Event Fees by G2 for a maximum of three (3) consecutive days for each of two (2) Special Events per year during the Initial Term and the Additional Terms for Special Events sponsored by G2 which would otherwise be charged G2 for events utilizing the Dock and shall also waive the Pavilion Fees which G2 may incur in connection with sponsoring such Special Events.
5. Parks shall provide G2 with exclusive use of the Dock during the Initial Term and the Additional Term for all scheduled G2 Special Events and camps and with priority use of the Dock for all G2 rowing practices, provided that G2 shall follow Parks' established policies and procedures by submitting the schedules for such activities to Parks in advance and shall have received Parks approval therefor. G2 understands and agrees that no scheduled third-party event or activity utilizing the Dock which has previously been approved by Parks will be cancelled, moved or rescheduled in order to accommodate a G2 scheduling request. G2 shall schedule activities only during the period during which G2 actively utilizes the Dock and shall not schedule the use of the Dock for the purpose of preventing third parties from utilizing the Dock.
6. G2 may install a maximum of one (1) sign in the immediate vicinity of the Dock Site recognizing G2's rowing sponsorships and activities, provided that the location, size and content of the sign shall be approved in writing in advance by Parks.
7. This MOA may be terminated by the written agreement of Parks and G2 at any time during the Initial Term or the Additional Term. Either Parks or G2 may terminate this MOA upon ten (10) days prior written notice to the non-terminating Party upon the terminating Party's written notice to the non-terminating Party of the non-terminating Party's breach of a material term of this MOA and the non-terminating Party's failure to cure such breach non- within thirty (30) days from the date of written notice of default from the non-defaulting Party (which describes in reasonable detail the nature of such default).

8. This MOA shall not be considered or construed to be a partnership or joint venture, and neither Parks nor G2 shall be liable for the performance of or failure to perform the obligations of the other Party hereunder except as expressly provided herein.
9. This MOA may only be amended by a written agreement executed by the Parties
10. Neither this MOA nor any of the rights or obligations if either Party hereunder may be conveyed, transferred or assigned without the express written consent of the other Party.
11. This Agreement shall be construed in accordance with the laws of the State of Indiana. Any legal claim or action brought hereunder by either Party shall be heard before a court of applicable jurisdiction located in Allen County, Indiana.
12. Parks and G2 shall each be in default under this Agreement if either Party shall fail to cure and fully remedy the breach of any material term of this MOA within thirty (30) days following the date of written notice of such breach from the non-defaulting Party describing in reasonable detail the nature of such breach. Upon the occurrence of an event of default, the non-defaulting Party may terminate this MOA in accordance with Section 7 hereof.
13. The terms and provisions of this MOA are severable. If any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remainder of this MOU which shall continue in full force and effect, to the extent practicable, in accordance with the terms and conditions hereof.
14. Any notice required to be given hereunder shall be in writing and shall be personally delivered, sent by a nationally recognized courier service with next day delivery guaranteed, or sent by certified, first class U.S. mail, postage prepaid and return receipt requested, to the following addresses:

**Fort Wayne Department of Parks
and Recreation
705 East State Street
Fort Wayne, Indiana 46805
Attn: Director**

**G2 Rowing
PO Box 5073
Fort Wayne, Indiana 46895
Attn: President**

15. Neither Party shall be liable to the other Party hereunder nor be deemed to be in default under or in breach of this MOA for the failure to or delay in performing any material term hereof to the extent and for the duration of the period for which that such failure or delay occurs is caused directly by or as the result of an event of " Force Majeure " (defined herein as an event directly attributable to acts, events, non-happenings, omissions, accidents, acts of God beyond the reasonable control of Parks or G2 (including but not limited to strikes, lock-outs or other labor disputes, civil commotions, riots, acts of terrorism or vandalism, blockade, invasion, war, fire,

explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, and major mechanical or electrical breakdown beyond the control of the Parties)); provided that the affected Party shall make good faith efforts to remove or cause the event of Force Majeure to resume the performance of its obligations hereunder and shall notify the non-affected Party promptly of the occurrence of the event of Force Majeure and the estimated time required to remove or cure the cause of the event of Force Majeure. If, after using good faith and commercially reasonable efforts to remove or cure the cause of the event of Force Majeure, the affected Party is unable to effect such removal or cure, either Party may terminate this MOA upon ten (10)days written notice to the other Party.

16. a. Except for the gross negligence or willful misconduct of Parks, G2 hereby forever releases and discharges Parks, the City and their respective directors, officers, employees, staff members, representatives and agents (each a " Releasee " and together the " Releasees ") from any and all claims, demands, causes of action, liabilities, losses, costs and expenses of any kind or nature (including legal costs and reasonable attorneys' fees) which may be asserted against G2 or asserted by G2 or any third Party against or the Releasees or any Releasee in connection with or arising from in any manner any property damage, personal injury, death or other loss (each a " Loss " and collectively " the Losses "), including any Loss for which coverage is provided under an insurance policy. G2 agrees to cause all insurance carriers with whom G2 contracts for insurance coverage to waive any subrogation rights against Parks or the City in connection with any insurance payment made by any such insurance carrier in connection with a Loss.

b. G2, to the fullest extent permitted by law, shall defend and hold harmless Parks, the City and their respective directors, officers, employees, staff members, representatives and agents (each an " Indemnatee " and together the " Indemnitees ") arising from or relating in any manner to any Loss (as defined in Section 16.a hereof) incurred by any Indemnatee in connection with G2's occupation or use of the Dock and Dock Site or G2's breach of this MOU, except to the extent that such Loss was caused solely and directly by the gross negligence or intentional misconduct of Parks.

c. Parks shall indemnify, defend, and hold harmless G2 and its directors, officers, and members from and against any Losses arising from or relating to in any manner to any Losses in connection with the Parks' use of the Dock and Dock Site, or Parks' breach of this MOU, to the extent that such Loss was caused solely and directly by the gross negligence or intentional misconduct of G2.

d. The covenants of release and indemnity made by G2 hereunder shall survive the expiration or termination of this MOA for any reason.

17. G2 shall adhere to all Park policies, procedures, rules and regulations, as the same may be amended from time to time, applicable to G2's use of the Dock hereunder during the

EXHIBIT A

Connect A Dock Model FS1120

The dock is six sections, 10" x 90" x 120" for a platform 90" wide by 60 feet long. Draft is roughly 5" of water. The sections are gray, UV resistant, non-skid polyethylene. The dock will be anchored by 6 - 2" diameter dock poles that run through sleeves mounted on the inboard (shore) side of the dock. There will also be a safety cable in case the poles fail or are vandalized. Access will be a 4' x 8' aluminum gangway, mounted at a 35-degree angle from the side of one of the first two sections. The gangway has flotation so it will rise with the dock when the river level goes up. 8 solar lights will be mounted on the outboard (river) side of the dock to provide a safety margin by lighting the edge of the dock at night. Accessory connectors will be on the outboard side of the dock that will enable us to attach polyethylene boards to protect the dock from boat and foreign object impacts.

Dock Examples (Not final dimensions)



EXHIBIT B



Initial Term and the Additional Term which includes G2's acknowledgement of and agreement to comply with the following:

- a. G2 shall use the Dock only for the launching and removal of boats engaged in G-2 sponsored or supported activities. The Dock shall not be used for the mooring, tying or rafting of G2 sponsored or supported boats without the prior written approval of Parks.
- b. The Dock may not be used by G2 as a location for the repair or improvement of G2 sponsored or supported boats except for minor repairs or improvements.
- c. The launching and removal of G2 sponsored or supported boats from the Dock shall not obstruct or create the potential for hazardous conditions for other boat or pedestrian traffic in or about the Dock Site.
- d. Parks shall be permitted to remove any G2 sponsored or supported boat from the Dock Site without notice to G2 in the event Parks perceives an emergency situation exists in the immediate vicinity of the Dock Site.
- e. G2 shall remove from the Dock any trash or garbage generated in connection with any G2 sponsored or supported activity and shall cause all such trash or garbage to be bagged, tied and deposited in trash receptacles adjacent to the Dock Site.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the date and year first above written.

CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS by and through the Fort Wayne Parks and Recreation Department

GLORIOUS GATE ROWING ASSOCIATIO, INC.

By _____
Steve McDaniel
Its: Director

BY _____
Kris Bliss
Its: President