BILL NO. R-24-06-05

RESOLUTION - _____

A RESOLUTION APPROVING THE MUNICIPAL RIVERFRONT DEVELOPMENT DOWNTOWN DINING DISTRICT LIQUOR LICENSE

WHEREAS, the City of Fort Wayne has created the Municipal Riverfront Development Project, known as the Downtown Dining District, to continue the current progress in the redevelopment of downtown; and

WHEREAS, Indiana Code 7.1-3-20, authorizes the issuance of certain, non-transferable permits to sell alcoholic beverages for on-premise consumption in a restaurant located on land or in a historic river vessel within a municipal riverfront development project; and

WHEREAS, to be considered for a recommendation for approval of a 221-3 Riverfront License from the Indiana ATC, an applicant submit a Downtown Dining District Liquor License Application and shall enter into a formal written agreement with the municipality; and

WHEREAS, CRG Holdings, LLC has submitted an application for a Downtown Dining District Liquor License, a copy of which is attached hereto as Exhibit 1 and is prepared to enter into a formal written agreement with the City of Fort Wayne, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the application and agreement meet the criteria established by Resolution R-105-15 as adopted by Common Council;

NOW, THEREFORE, BE IT RESOLVED, The Common Council of The City of Fort Wayne, Indiana:

Section1. That the City of Fort Wayne Common Council hereby approves the "Downtown Dining District" application and agreement between The City of

Fort Wayne and CRG Holdings LLC and hereby provides the required local recommendation to the Indiana Alcohol and Tobacco Commission for a 221-3 Riverfront license to be issued to CRG Holdings LLC; and

Section 2. That this resolution shall be in full force and effect from and after its passage and approval by the Mayor, unless rescinded by resolution by this legislative body.

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

Engage • Innovate • Perform

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127

www.fwcommunitydevelopment.org

Downtown Dining District Liquor License Application

Business Entity Making this Application: Bru Fort Wayne, LLC

Applicant's Name: CRG Holdings, LLC

Applicant's Address: 530 Fulton Street City: Indpls State: Ind Zip: 46202

Applicant's Phone (daytime): 317-514-4140 Email: jroach@crgdining.com

Please include a thorough narrative for each of the items below:

1. Provide description (including renderings) of plans you have to improve the facility in which you will operate

2. The expected timetable for work and business commencement

3. Explain the overall concept and unique features of the proposed establishment

4. Describe the level of control and participation the owners will have in the day-to-day operation of the business.

5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience

6. Describe how your venue/operation will draw people to Downtown Fort Wayne

7. Provide information regarding the proposed permit holder's related experience

Permits are not transferable and any renewal is subject to compliance with the terms of the agreement with the City of Fort Wayne. The permits shall not be pledged as collateral or subject to any lien judgment, property settlement agreement, or third party claim.

EXHIBIT

1

Downtown Dining District - Liquor License Application
Eligibility Requirements and Evaluation Criteria

The Downtown Dining District is a project district where 3-way liquor licenses are made available to eligible dining, entertainment, and cultural establishments as a way to encourage dining in Downtown Fort Wayne. This District was made possible via state legislation and an Ordinance passed by the City of Fort Wayne Council that designated the District and adopted eligibility requirements.

Eligibility Requirements:
In addition to complying with all building, health, zoning laws, ordinances and all rules and regulations of the Indiana State Alcohol and Tobacco Commission (ATC), and local, state, and federal government's applicants must also meet the following local requirements annually in order to be eligible to apply or renew:

1. Applicant's establishment must be located within the Downtown Dining District boundaries.

2. The focus of operation must be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.

3. The establishment cannot be a private club, nightclub, or adult entertainment venue.

4. Fees: Applicant must submit a $1,000 non-refundable application fee with application.

District Requirements:
Applicants will enter into a formal written agreement with the City of Fort Wayne committing to ongoing compliance with the following district requirements, including annual reporting, and verification of compliance.

1. Establishments receiving Riverfront liquor licenses within the Downtown Dining District are required to maintain and annual ratio of non-liquor sales to total sales of at least 50%.

2. The licensed establishment will be actively open for business and fully operational during a minimum of three hundred (300) days per year, and a minimum of five evenings (5) per week.

3. The Applicant shall comply with all local and ATC application and renewal procedures.

4. Annual dues in the amount of $2500 must be paid for membership in the *Downtown Dining Association,* payable through the Downtown Improvement District.

Evaluation Criteria:
The recommendation to support the state permit application will be based on how strongly the applicant meets the following criteria:

1. Granting of the license will benefit the purposes of the district, i.e. to become a cultural and dining destination in Downtown Fort Wayne.

2. Granting of the license and the business activity will not be detrimental to the property values and business interest of others in the district.

The above criteria will be evaluated on the following:

1. The Physical Location
2. The Business Plan
3. Reputation/Experience of Ownership

Attachments to include:

1. A copy of your completed Indiana State form entitled "Application for New or Transfer Permit" along with any attachments. (Please redact any personal Social Security numbers)
2. A signed copy of this Application, including the Applicant's Certification
3. A copy of your business plan
4. A check made payable to the City of Fort Wayne in the amount of $1,000.

Submit this form and all attachments to: City of Fort Wayne – Community Development, Attention: Development Finance - Downtown Dining District, 200 E. Berry Street - Suite 320, Fort Wayne, IN 46802.

APPLICANT'S CERTIFICATION

I hereby certify that all information in this application and all information furnished in support of this application are true and complete to the best of the Applicant's knowledge and belief.

I understand that the project described in this Application may **not** receive a Downtown Liquor License.

I certify that I have read and understand and agree to the above eligibility requirements and evaluation criteria. I further understand and agree to enter into a formal written agreement regarding the aforementioned district requirements, to be approved by the City of Fort Wayne Common Council and the Mayor.

I hereby release and discharge the City of Fort Wayne, together with their respective subsidiaries, affiliates, employees, agents, directors and other related parties, from any and all rights and obligations, duties, claims, debts, actions, causes of action or liabilities arising out of, or relating to, the seeking or receipt of a Downtown Dining District Liquor License pursuant to this Project Application and related documents.

Applicant's Signature: John Roach Date: 4/16/2024

Printed Name: John Roach Title: Secretary / Treasurer

Bru Fort Wayne, LLC – Business Plan- The Landing

ABOUT CUNNINGHAM RESTAURANT GROUP

In the communities we serve, we will be the restaurant of choice for delighting our guests.

Local is best. And for us, local starts with you and me: neighborhoods and communities where we live, work and play. Since 1997, Mike Cunningham, owner of Cunningham Restaurant Group (CRG), has created an array of unforgettable dining experiences for guests. From its humble beginnings in Brownsburg, Indiana to a growing tri-state restaurant group, CRG represents a steady beat of expansion and innovation fueled by a commitment to community impact.

ABOUT BRU BURGER BAR

Bru is ode to our love...the burger. The hamburger is the people's sandwich, every man's food. At BRU's fifteen locations, our goal is to bring you great burgers from the best local meats, topped with the freshest ingredients.

Bru Burger Bar is one of nineteen restaurant concepts developed by Cunningham Restaurant Group under the ownership of CRG Holdings. The original BRU Burger Bar opened in Indianapolis, IN in December 2011 to rave reviews. BRU' s menu features an array of signature burgers, including the namesake BRU Burger with features taleggio cheese with bacon, tomato jam, and caramelized onions. Classic sandwiches, appetizer offerings, PBR-battered onion rings, delectable French fries with house-made ketchup, hand-dipped milkshakes, and an extensive beer list round out the menu.

IMPROVEMENTS TO THE FACILITY

The restaurant will be located at 118 West Columbia Street on The Landings. Bru Burger Bar will be taking over the space leased to the Landing Artisan Beer Company. The restaurant will occupy 4,193 square feet and be remolded in the style of our other "Bru" restaurants. Sample photos are Bru's interior are attached. In addition, the restaurant's floor plan is attached.

THE EXPECTED TIMETABLE FOR WORK AND BUSINESS COMMENCEMENT

We have signed a lease with The Landing Artisan Beer Company, LLC (as a sublessee) which is part of the Model Group. We are also currently located and operating a restaurant on The Landing called Marquee. Work on the tenant buildout will begin in early May with the restaurant scheduled to be open on August 5th.

EXPLAIN THE OVERALL CONCEPT AND UNIQUE FEATURES OF THE PROPOSED ESTABLISHMENT

See the section above that is called "About Bru Burger Bar."

DESCRIBE THE LEVEL OF CONTROL AND PARTICIPATION THE OWNERS WILL HAVE IN THE DAY-TO-DAY OPERATION OF THE BUSINESS

Michael Cunninham is the CEO of CRG Holdings/Cunningham Restaurant Group and oversees the entire organization including approximately 2000 employees. His primary focus is on providing the leadership and overall direction of the organization and seeking out new growth opportunities. Although he will not maintain a daily presence in the Bru Burger Bar, he frequently visits all locations on a regular basis to ensure that quality is maintained in each location. Mr. Cunningham leads a management team consisting of COO, Mike O'Donnell, with more than thirty years of experience, and a group of seven Directors of Operations. In addition, each restaurant has an on-site management team consisting of a general manager, executive chef, sous chef and one or more front house managers. In addition, CRG operates The Marquee Restaurant on The Landings and their management staff of Matt Brown and head chef Edwin Mateo will both be active in support of this new location.

EXPLAIN HOW YOUR OPERATION PLANS TO FOCUS ON A DINING, ENTERTAINMENT OR CULTURAL EXPERIENCE RATHER THAN AN ALCOHOL CONSUMPTION EXPERIENCE

Bru Burger Bar in Fort Wayne will be CRG's first in Fort Wayne. The family-friendly, high-energy restaurant serves lunch and dinner seven days a week in an environment everyone can enjoy. Bru's menu features an array of signature burgers, classic sandwiches, appetizers, beer-battered onion rings, and French fries served with house made ketchup. Bru also offers several vegetarian options. The drink menu offers guests everything from hand-dipped milkshakes to handcrafted cocktails. In addition to supporting local breweries, Bru supports many local farms sourcing the freshest ingredients for its menu offerings. The Bur Burger concept has a heavy family appeal and average sales that are 80% food and 20% alcohol. The restaurant focuses on the growing hamburger market segment and is a fun and engaging dining experience. See the attached Bru Burger Bar menu.

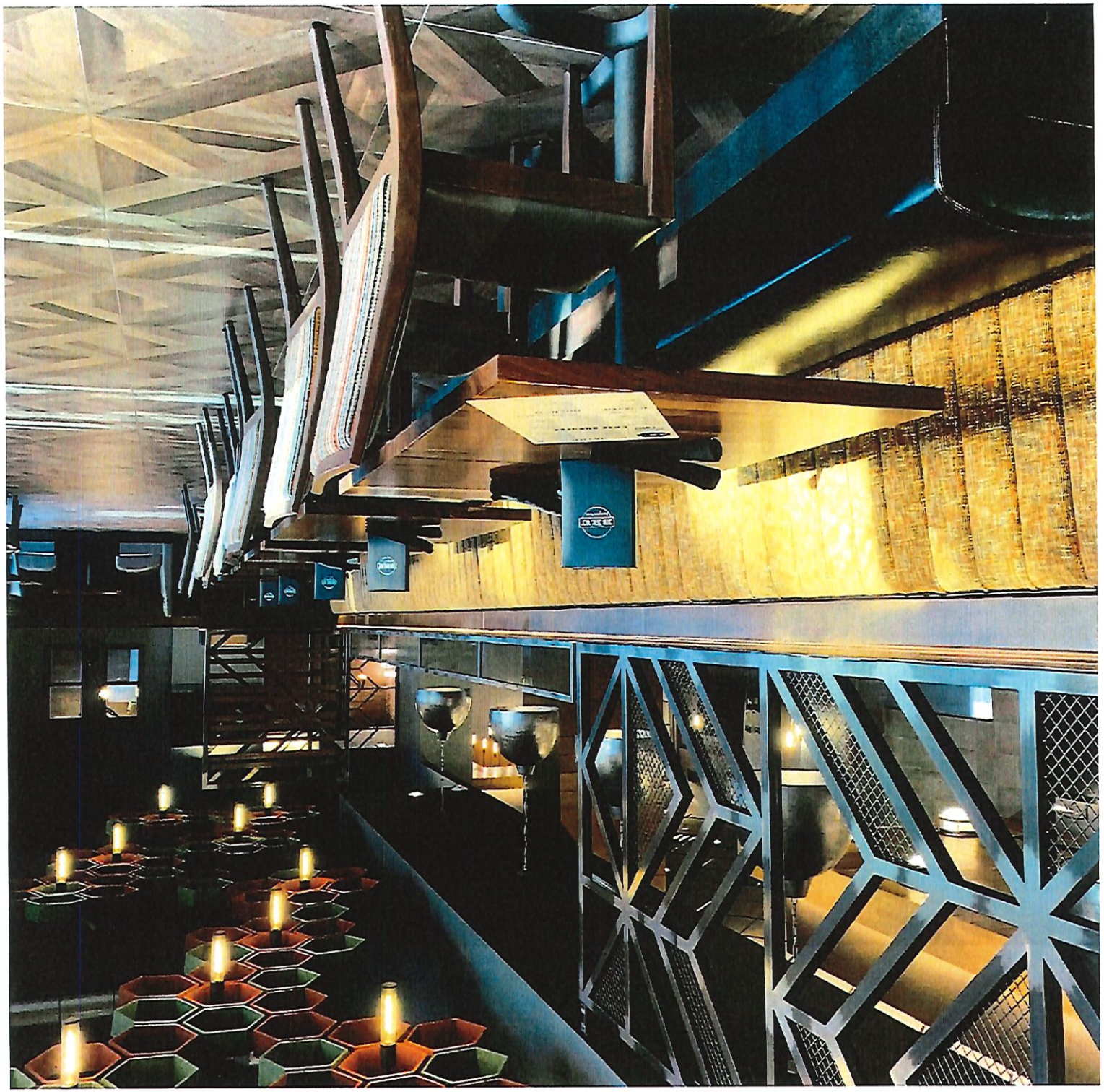
DESCRIBE HOW YOUR VENUE/OPERATION WILL DRAW PEOPLE TO DOWNTOWN FORT WAYNE

The restaurant will be a great addition to the streetscape on The Landings and be very complimentary to our existing restaurant The Marquee. Bru Burger offers an engaging atmosphere that is open to all ages of diners. The restaurant's appeal is enhanced by regular menu updates that will tempt every diner. Esquire magazine named Bru Burger Bar as one of the100 best burgers nationwide. We believe that the addition of an award-winning, family-oriented restaurant will draw new dinners to on The Landings and enhance all the existing businesses.

PROVIDE INFORMATION REGARDING THE PROPOSED PERMIT HOLDER'S RELATED EXPERIENCE

See the introductory section "about Cunningham Restaurant Group".

BRU
burger bar



BRU

BRU burger bar

THE **HAMBURGER** IS over **100** YEARS OLD – it's a classic, **PURELY AMERICAN,** & an icon.

BRU IS AN ODE TO OUR **LOVE,** the **BURGER.**

APPETIZERS & SHAREABLE SIDES

CHILI 5.50 | 8.50
Beef, Pork, Bean, Chopped Onion, Tillamook White Cheddar, Sour Cream

BRU FRIES 8.25
House Ketchup, Black Pepper Mayo, House Chipotle BBQ Sauce

CHILI CHEESE FRIES 12.50
Chili, White Queso

BUTTERMILK FRIED CHICKEN TENDERS 13.50
House Chipotle BBQ Sauce

NASHVILLE HOT CHICKEN TENDERS 13.50
Fontana Sauce

ONION RINGS *vg* 11.50
House Ketchup

CHICKEN WINGS 16.50
Cavern Club Hot Sauce, Gorgonzola Salad

BRU BOARD 18.25
Tillamook White Cheddar, Habanero Jack, Bacon-Chive Cream Cheese, Capicola, Salami, Hot Soppressata, Marinated Red Onion, Tomato Jam, Grilled Baguette

SOFT PRETZELS *vg* 10.50
Beer Cheese, Spicy Mustard
Add Pretzel + 3

BBQ NACHOS 16.50
Choice of: BBQ Pork or Chicken
Tortilla Chips, White Queso, Pickled Jalapeño, Lettuce, Pico, Sour Cream, Guacamole

TRIPLE DIP *vg* 13.50
Goat Cheese, Peppadew Pepper Jam, Hummus, Guacamole, Onion Straws, Grilled Naan Bread

CHEF BURGERS

BRU BURGER* 15.50
Taleggio Cheese, Bacon, Tomato Jam, Caramelized Onion, Chopped Lettuce, Mayo

BOURBON* 13.50
Bacon, Peppercorn-Bourbon Glaze, Horseradish Havarti

DOUBLE BACON* 15.50
Two Smashed Patties, Tillamook White Cheddar, Special Sauce, Garden

PROVENÇAL* 13.50
Basil Aioli, Marinated Red Onion, Herbed Goat Cheese, Sauléed Mushroom

GARLIC-THREE CHEESE* 13.50
Swiss, American, Mozzarella, Roasted Garlic, Truffle Aioli

HONEY-CHIPOTLE BBQ* 15.50
Two Smashed Patties, Bacon, Caramelized Onion, Onion Ring, BBQ Pulled Pork, Tillamook White Cheddar, Black Pepper Mayo

THE BEGINNING* 13.50
American Cheese, Mayo, Mustard, Ketchup, Garden Add Bacon + 2.50

MUSHROOM & SWISS* 14.50
Bourbon-Glazed Mushroom, Caramelized Onion, Black Pepper Mayo

MEXICALI BBQ* 14.50
White Queso, Pickled Jalapeño, Guacamole, Fried Onion, House Chipotle BBQ Sauce, Lettuce, Tomato

STILTON BLEU CHEESE* 15.50
Fried Onion, Spinach, Pear-Bacon Jam, Truffle Aioli

MELT YOUR FACE* 14.50
Habanero Hot Sauce, Habanero Jack, Jalapeño, Habanero Whole Grain Mustard, Garden

PATTY MELT* 13.50
Two Smashed Patties, Caramelized Onion, American Cheese, Fontana Sauce, Sourdough

BURGER SNACK* 8.25
American Cheese, Special Sauce, Garden

VIKING FARMS LAMB* 15.50
Whipped Goat Cheese, Spinach, Marinated Red Onion Jam, Curry Mayo, Oat Bun

TURKEY BURGER 15.50
Carrot-Ginger Slaw, Peach Compote, Curry Mayo, Oat Bun

BLACK & BLEU BISON* 16.50
Cajun Seasoning, Gorgonzola, Bacon, Mayo, Garden

BLACK BEAN BURGER *vg* 13.50
Horseradish Havarti, Pickled Red Onion, Lettuce, Tomato, Basil Aioli, Oat Bun

IMPOSSIBLE™ *v* 16.50
Vegan Cheese, Vegan Mayo, Mustard, Ketchup, Garden, Oat Bun

ADD A SIDE

Fries, Slaw, or Fresh Fruit + 2.50
Onion Rings + 4.50 Chili Cheese Fries + 7

CUSTOMIZE YOUR BURGER

Add Bacon +2.50 Add Egg +1.25 | Substitute Chicken Breast +2
Substitute Bison Patty, Lamb or Turkey +4

SANDWICHES

BRU HOT CHICKEN 14.50
Traditional Southern Fried Chicken, Nashville Hot Dry Rub, Mayo, Lettuce

PORTOBELLO MELT *vg* 13.50
Spinach, Caramelized Onion, Horseradish Havarti, Parmesan, Sourdough

COD 13.50
Tartar Sauce, Garden

BAJA SALMON* 16.50
Spinach, Guacamole, Black Bean Aioli, Black Bean-Edamame Salsa, Oat Bun

FRESH SALADS

Add Chicken or Shrimp + 7 | Salmon* + 10

GORGONBERRY PECAN 9 | 12
Mixed Greens, Cranberry-Poppyseed Dressing, Gorgonzola, Cranberry, Candied Pecan, Bacon

SRIRACHA CAESAR 9 | 12
Romaine, Red Onion, Tomato, Parmesan, House Crouton, Sriracha Drizzle

VALENCIA *vg* 9 | 12
Mixed Greens, Avocado, Mandarin Orange, Marcona Almond, Quinoa, Red Onion, Goat Cheese, White Balsamic-Orange Vinaigrette

BUTTERMILK COBB 9 | 12
Romaine, Bacon, Tomato, Guacamole, Red Onion, Boiled Egg, Gorgonzola, Crouton, Cucumber

v VEGAN *vg* VEGETARIAN GLUTEN-FREE MENU AVAILABLE UPON REQUEST

Proudly serving products from Fisher Farms, Red Frazier Bison, and Viking Lamb.
Our burgers are made from a signature grind of sirloin, chuck, and brisket.

*Customers with weakened immune systems have an increased health risk from consuming raw or undercooked animal foods.

0323

BRU SIGNATURE COCKTAILS

BRU BLOODY MARY 10
Tito's Handmade Vodka, Housemade Bloody Mary Mix, Olive, Pickle, Lime, Horseradish Havarti Garnish

BRU MARGARITA 11
Jose Cuervo Tradicional, Elderflower Liqueur, Lemon, Simple, Lime

TEXAS MULE 10
Tito's Handmade Vodka, Ginger Beer, Lime Juice

SPICY POMEGRANATE MARGARITA 12
Maestro Dobel Tequila, Spicy Mango, Pomegranate, Lime Juice

PEAR COSMO 10
Absolut Pears Vodka, Triple Sec, White Cranberry, Lime

TAXI 12
Woodford Reserve Bourbon, Cointreau, Lemon, Simple

BOTANIST LEMONADE 11
Botanist Gin, Guava Purée, Lemonade

BRAMBLE ON 12
Old Forester Bourbon, Blackberry, Lemonade, Ginger Beer

WINE

WHITE	6oz | 9oz
CAPOSALDO PINOT GRIGIO	10 | 14
BOEN CHARDONNAY	10 | 14
J. LOHR SAUVIGNON BLANC	10 | 14
TINTO REY ROSÉ	10 | 14

RED	6oz | 9oz
MACMURRAY RANCH PINOT NOIR	10 | 14
14 HANDS MERLOT	10 | 14
PACIFIC STANDARD CABERNET SAUVIGNON	10 | 14
TROUBLEMAKER RED BLEND	10 | 14

LOYALTY HAS ITS REWARDS

BRU burger bar

BECOME A VIP

Earn points and other dining rewards at any participating Cunningham Restaurant Group restaurant. Enroll for free.

App Store | Google Play

Just search for CRG VIP in your app store or scan your QR code.

EARN POINTS
For every $1 spent on food, beverage, and private dining events you will earn 1 point.

GET REWARDED
Receive a $100 VIP Rewards when you reach 1000 points.

GET TREATED
Receive a free dessert for your birthday and anniversary.

DESSERTS

PEACH-WHITE CHOCOLATE BREAD PUDDING *vg* 9

FUDGE BROWNIE *vg* 9

KIDS' BROWNIE *vg* 5

ROOT BEER FLOAT *vg* 8

HAND-DIPPED MILKSHAKES *vg* 8
Choice of: Vanilla • Chocolate • Strawberry

Proudly serving Pepsi Products including
Pepsi | Pepsi Zero | Diet Pepsi | Mountain Dew | Dr. Pepper | Starry

CUNNINGHAM® RESTAURANT GROUP

BRU Burger Bar is part of Cunningham Restaurant Group.

Since 1997, Cunningham Restaurant Group has been committed to creating unforgettable dining experiences.
Local is best. For us, local starts with you and me: neighborhoods and communities where we live, work, and play.

0723

CITY OF FORT WAYNE
AGREEMENT
WITH CRG HOLDINGS, LLC
REGARDING AN APPLICATION FOR A RIVERFRONT LIQUOR LICENSE

This Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by the City of Fort Wayne, Indiana (the "City") and, LLC ("Applicant") (the City and Applicant being collectively referred to herein as the "Parties"), regarding the establishment proposed at 123-131 Street, Fort Wayne, IN 46802. The Parties, in consideration of the mutual covenants, obligations and agreements set forth herein, agree as follows:

WHEREAS, Fort Wayne Common Council Ordinance R-105-15 (the "Ordinance") provides that all applicants seeking a Riverfront liquor license as described in Ind. Code 7.1-3-20-16 shall enter into a formal agreement with the City; and

WHEREAS, the Parties desire to enter into this Agreement to encourage: (a) downtown revitalization; (b) expansion and strengthening of the downtown dining landscape; and (c) riverfront development; and

WHEREAS, the Applicant will be investing in the development and construction of a dining establishment within the boundaries of the municipal riverfront development area;

NOW, THEREFORE, for and in consideration of the mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement**. The purpose of this Agreement is to establish the mutually contemplated and agreed upon requirements for initial and annual renewal recommendations for the Applicant's Riverfront liquor license.

2. **Definitions**.

   a. The "Application" means the Downtown Dining District Liquor License Application, dated April 6, 2024, a copy of which is attached hereto as Exhibit A and incorporated hereby by reference.

   b. "Permit" means the Applicant/Permit Holder's type 221-3 Riverfront Liquor License as issued by the Indiana Alcohol and Tobacco Commission.

   c. "Effective Date" means the date on which the second of the Parties executes the Agreement.

3. **Term of the Agreement**. This Agreement shall commence on the Effective Date and shall continue until such time as the permit is lost, revoked, or not renewed.

4. **Responsibilities of Applicant**. Applicant has made certain representations and covenants to the City in the Application regarding the planned Permit premises, including the amount of private sector investment, and the type of establishment planned. Applicant represents and covenants that it will use its best efforts to continuously maintain in all material respects the following Eligibility Requirements and District Requirements:

EXHIBIT
2

Eligibility criteria:

a. The focus of operation will be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.
b. The establishment is not and will not convert to be a private club, nightclub, or adult entertainment venue.

District Requirements:

a. Establishments receiving permits within the Downtown Dining District are required to achieve within thirty-six (36) calendar months following the date on which applicant's business is open to the public, and thereafter maintain, an annual ratio of non-liquor sales to total sales of at least 50%.
b. The licensed establishment will be actively open for business and fully operational a minimum of 300 (three hundred) days per year, and a minimum of 5 (five) nights per week.
c. The Applicant shall comply with all local and ATC application and renewal procedures.
d. The Applicant shall contribute to the Economic Improvement District for the Downtown Area of the City of Fort Wayne ("Downtown Improvement District"), annual dues in the amount of Two Thousand Five Hundred Dollars ($2500.00).

5. **Reporting Obligations of Applicant.**

a. The Applicant shall submit to the City documentation of compliance including the following reports:
   i. A revenue report indicating the total annual non-liquor and liquor sales.
   ii. A report indicating the total number of days open during the last year, along with a schedule of current operating hours.
   iii. Proof of payment to the Downtown Improvement District for the annual Downtown Dining Association dues.

b. Annual compliance reports will be submitted to the City during the term of the agreement, no later than 90 days prior to the annual renewal date of the establishment's permit.

c. Applicant agrees to provide supplemental and/or clarifying information and data which the City may request in writing after reviewing the information submitted by Applicant pursuant to sub paragraph a. of this Section 5, within fifteen (15) days following City's request.

Applicant shall certify under oath the accuracy of all information submitted to the City under this Section 5.

6. **Non-Compliance:** If the City determines in its sole discretion that the Applicant is not in compliance with the requirements of this Agreement in any material respect, the City may, following thirty (30) days written notice to Applicant which shall provide the Applicant an opportunity to explain the reasons for the noncompliance and the opportunity to cure, take any action the City deems appropriate, including the following steps:

a. Termination of this Agreement

b. Notice to the Indiana Alcohol and Tobacco Commission of non-compliance with the agreement, including a request for non-renewal of the Applicant's permit.

c. A copy of the notice in Section 6 item b., above provided to the local ATC board and Excise office, requesting a recommendation to the state ATC office for non-renewal of the Applicant's permit.

Applicant hereby forever releases the City and the Downtown Improvement District, their directors, officers, employees, agents, representatives, departments and divisions, from any and all claims, demands, liabilities or causes of action of every kind and nature, whether now existing or hereafter arising, both known and unknown, which Applicant has or may have against the City or the Downtown Improvement District which is in any manner related to the termination of this Agreement by the City or the Applicant for any reason.

7. **Notice to Parties**. Any notice, statement or other communications sent to the City or the Applicant shall be sent to the following addresses, unless otherwise specifically advised.

To the City of Fort Wayne:

Malak Heiny – City of Fort Wayne
200 East Berry St., Suite 430
Fort Wayne, IN 46802
PH: (260) 427-1124
e-mail: Malak.Heiny@cityoffortwayne.org

To CRG Holdings, LLC:

John Roesch
CRG Holdings, LLC
530 Fulton Street
Indianapolis, IN 46202
PH: (317) 514-4140
e-mail: jroesch@crgdining.com

8. **Authority to Bind**. Notwithstanding anything in this Agreement to the contrary, the signatory for the Applicant represents that he/she has been duly authorized by the Applicant to execute this Agreement and to bind the Applicant to each of the representations, covenants, and obligations of Applicant contained herein.

9. **Amendment of this Agreement**. This Agreement or any portion hereof may only be amended by a writing executed by the Parties.

10. **Assignability**. The Applicant shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be withheld at the City's discretion.

11. **Remedies not impaired**. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

12. **Compliance with Laws**. The Applicant agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in Applicant's performance under this Agreement.

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Applicant shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Applicant affirms under the penalties of perjury that the Applicant does not knowingly employ an unauthorized alien. The Applicant affirms under the penalties of perjury that the Applicant has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Applicant agrees to provide documentation to the State of Indiana that the Applicant has enrolled and is participating in the E-Verify program. Additionally, the Applicant is not required to participate if the Applicant is self-employed and does not employ any employees. The City may terminate for default if the Applicant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

13. **Governing Laws**. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County, Indiana.

14. **Entire Agreement**. This Agreement, entered into of even date herewith, and any attachments hereto, contain the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter enclosed herein and contemplated hereby.

15. **Indemnification and Release**. The Applicant shall indemnify, defend and hold harmless the City and the Downtown Improvement District and their divisions, department, directors, officers, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, demands, charges, lawsuits, costs and expenses (including legal costs and attorney's fees) caused by or associated with any act or omission of the Applicant and/or any of its contractors, subcontractors, vendors, suppliers, employees, representatives, licensees, invitees and/or authorized agents in connection with (a) the design, development, construction, operation, management and control of the Facility and (b) any and all activities of every kind and nature which occur in, on or about the Facility. Neither the City nor the Downtown Improvement District shall provide any indemnification hereunder to the Applicant. The Applicant hereby forever releases Indemnitees and each of them from any and all claims, demands

and charges, of every kind and nature, both known and unknown, whether now existing or hereafter arising, that Applicant has or may at any time in the future have against Indemnitees, or any of them, under this Agreement. In no event shall the City or the Downtown Improvement District be liable for any direct, indirect, special, incidental, consequential or punitive damages, costs or expenses arising from any act or omission to act by any party relating in any manner to this Agreement, the Application "as amended" or the activities described herein or therein or contemplated hereby or thereby. The covenants contained in this Section 18 shall survive the expiration or termination of the Agreement for any reason.

16. **Severability**. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____ Date: _____, 20___
Sharon Tucker - Mayor

CRG Holdings,, LLC

By: CRG Holdings,, LLC

John Roesch _____ Date: 5/31, 2024
John Roesch