

FORMAL WRITTEN COMMITMENT

This Formal Written Commitment and Use Agreement (“Commitment”) is entered into this _____ day of _____, 20____, by and between the Common Council of the City of Lawrence, Indiana (“City”) and _____, a current applicant for an alcoholic beverage Riverfront District License (“Holder”) in the Oaklandon Riverfront District. Hereinafter, the City and the Holder are collectively referred to as the “Parties.”

WHEREAS, Indiana Code § 7.1-3-20-16.1 (“Enabling Statute”) allows the Indiana Alcohol and Tobacco Commission (“IATC”) to issue additional on-premises alcoholic beverage licenses within the Riverfront District (as defined within the Enabling Statute) of the City of Lawrence, Indiana (“Riverfront Licenses”);

WHEREAS, pursuant to Indiana Code § 7.1-3-19-17 (“Local Approval Statute”), the City adopted Resolution 5-2026 requiring a formal written commitment as a condition of eligibility for all Holders of a Riverfront License;

WHEREAS, subject to the Enabling Statute, the Local Approval Statute, and the Resolution, Holder is required to enter into this Commitment regarding the character and type of business that will be conducted on the Licensed Premises (as defined below);

WHEREAS, Holder acknowledges that the cost of the Riverfront District License is substantially below the cost of a regular 3-way liquor license, and that the reduction in cost is meant, in part, to allow the Holder to expend greater resources on events and community engagement; and

WHEREAS, the intent of this Commitment is to ensure that the Holder operates an establishment within the riverfront area that is consistent with the Holder’s representations to the City.

Now, therefore, in consideration of receiving favorable continued support from the City for its Riverfront District License, Holder hereby agrees to the following requirements, covenants, and restrictions on the use of the Licensed Premises (as defined below) by the Indiana Alcohol and Tobacco Commission:

Section 1. Recitals. The Recitals set forth above are hereby fully incorporated in and made a part of this Commitment by reference.

Section 2. Location. The location where alcoholic beverages will be dispensed is _____ (“Licensed Premises”). A Riverfront District License may not be transferred to a new location without the written consent of the City. Any attempt to transfer the Riverfront District License to a new location, without written consent, shall be void and shall constitute a violation of this Commitment, which could cause the Riverfront District

License to be revoked by the IATC. Any change in location renders this Commitment voidable at the sole discretion of the City. The City may appear at any public hearing or publicly advise against the renewal of the Riverfront District License in lieu of formally voiding this Commitment.

Section 3. Ownership and Management. A Riverfront District License is nontransferable in accordance with Indiana Code § 7.1-3-20-16.1. Any attempt to transfer a Riverfront District License to a new owner, shall be void and shall constitute a violation of this Commitment, which could cause the Riverfront District License to be revoked by the IATC. Any Holder that is a business entity is required to disclose a list of all owners. To the extent that any change in ownership occurs, Holder must provide written notice to the City (via the City of Lawrence Redevelopment Commission) within thirty (30) days of the effective date of the change in ownership. Any material change in the equity ownership or management of the Holder or Licensed Premises without the prior approval of the City renders this Commitment voidable at the sole discretion of the City. The City may appear at any public hearing or publicly advise against the renewal of the Riverfront District License in lieu of formally voiding this Commitment.

Section 4. Permit Application and Renewals. Holder will provide the City with its IATC Application for License. All additional renewals, forms, applications, questionnaires, and disclosures that Holder submits to the IATC, at any time, must be submitted to the City of Lawrence's Clerk's Office, Attention Common Council President and City of Lawrence Redevelopment Commission President within two (2) business days following submission to the IATC.

Section 5. Character and Uses. Holder may use the License for the operation of a bar, restaurant, or other entertainment location up to seven (7) days a week. The Holder agrees to substantially comply with the plans of operation delivered to the City as part of its application for a Riverfront District License regarding the service of food and beverage at the location. If the Holder desires to change or amend its use of the Licensed Premises, Holder must first receive City's written consent, which shall become a part of this Commitment. Any unauthorized change in use renders this Commitment voidable at the sole discretion of the City. The City may choose to appear at any public hearing or publicly advise against the renewal of the Riverfront District License in lieu of formally voiding this Commitment.

Section 6. Additional Obligations. Holder covenants the following:

- (a) Both Holder and the Licensed Premises must remain in compliance with all State and City laws and ordinances, including, but not limited to, all building, health, and zoning laws. The burden of evidencing compliance is on the Holder.
- (b) Holder agrees to comply with the Enabling Statute, the Local Approval Statute, and the Ordinance, as amended, regardless of whether such provisions are specifically expressed in this Commitment or if such amendments occur after the date hereof.
- (c) Any breach of the foregoing covenants renders this Commitment voidable at the sole discretion of the City. The City may publicly advise against the renewal of the Riverfront District License in lieu of formally voiding this Commitment.

Section 7. General Provisions. The Parties agree as follows:

- (a) This Commitment shall extend to and be binding upon the heirs, personal representatives, and successors of the Holder.
- (b) This Commitment may not be modified or amended unless agreed upon in writing and signed by the Parties.
- (c) This Commitment may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- (d) This Commitment and its Appendices constitute the entire agreement of the Parties with respect to this matter, and it supersedes all prior negotiations, representations, or agreements, either written or oral, between the Parties.
- (e) The Commitment shall be governed by and interpreted in accordance with the laws of the State of Indiana and the ordinances of City of Lawrence. Any proceeding seeking to enforce any provision of this Commitment may only be brought in a court sitting in Marion County, Indiana.
- (f) The IATC and its associated Marion County Local Board has independent regulatory authority over these matters and the City of Lawrence cannot be held liable or responsible for any act of the IATC. Furthermore, the City of Lawrence has no duty or responsibility to advocate or intervene in any proceeding before the IATC or its associated Local Board.
- (g) In the event the Holder violates terms or conditions hereof which require the City to employ the services of an attorney to enforce, the Holder shall be responsible for the payment of any attorney's fees incurred by the City in the enforcement hereof.
- (h) The City reserves the right to record a memorandum hereof, at Holder's expense, with the Marion County Recorder's Office with a cross reference to the last deed of reference for the Licensed Premises.

Section 8. Notice. Whenever any notice, statement or other communication is required under this Commitment, it shall be sent by first class mail or via an established courier or delivery service to the following addresses, unless otherwise specifically advised.

Notices to the City shall be sent to:

City of Lawrence
9001 E. 59th Street, Suite 301
Lawrence, IN 46216
Attn: Common Council President and Redevelopment Commission President

Notices to the Holder shall be sent to:

Section 9. Term. The Commitment shall become effective upon approval by the City and shall remain effective so long as the Holder continues to hold an active unexpired Riverfront District License with the IATC.

Section 10. Breach and Remedies. Notwithstanding anything to the contrary contained herein, the City shall have the right to seek legal, injunctive, or other equitable relief from a court of competent jurisdiction in the event of a breach. All rights and remedies provided in this Commitment are cumulative and not exclusive of any other rights or remedies that may be available herein. The City is not required to exhaust remedies with the IATC before proceeding against Holder in event of breach.

Section 11. Authorized Party. Each individual executing this Commitment represents that he/she has the requisite authority to sign this Commitment.

Section 12. Additional Commitments. _____.

All of this having been agreed to by the Parties on the date first indicated above and memorialized by the signatures contained herein.

“Applicant”

Printed: _____

_____ Date

Printed: _____

_____ Date

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, the _____ of _____ (Applicant) personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he signed the said instrument as her/his free and voluntary act and the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 20__.

Notary Public. County of Residence: _____

My commission expires: _____

Commission number: _____

[CITY SIGNATURE PAGE AND NOTARY PAGE FOLLOWS IMMEDIATELY.]

City of Lawrence Common Council

By: _____

Council President

Date

STATE OF INDIANA)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, the Council President of the City of Lawrence, Indiana, personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he signed the said instrument as her/his free and voluntary act and the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20____.

Notary Public. County of Residence: _____

My commission expires: _____

Commission number: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. RUSSELL L. BROWN

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO: RUSSELL L. BROWN, ATTORNEY AT LAW, CLARK, QUINN, MOSES, SCOTT & GRAHN, LLP, 320 N. MERIDIAN STREET, SUITE 1100, INDIANAPOLIS, IN 46204