



**EVENT MARKETING & MANAGEMENT
AGREEMENT BETWEEN
GOOD DAY ON TAP, LLC,
DOING BUSINESS AS INDIANA ON TAP
AND
THE CITY OF LAWRENCE, INDIANA**

This EVENT MARKETING AGREEMENT (“Agreement”) is entered into this 24th day of April 2025 (the “Effective Date”) by and between Good Day on Tap, LLC, doing business as Indiana On Tap, with a registered office at 7414 Stones River Drive, Indianapolis, IN 46259 (“Indiana On Tap”) and the City of Lawrence, Indiana with a registered office at 9001 E. 59th St., Suite 301, Indianapolis, IN 46216 (the “City”). Indiana On Tap and the City may also be referred to hereunder as a “Party” or, collectively, “the Parties.”

WHEREAS, Good Day on Tap, LLC, doing business as Indiana On Tap, is an Indiana limited liability company engaged in the business of providing marketing, event organizing, promotional, and other services within the craft beer industry; and

WHEREAS, in 2020, the City entered into a four-year agreement with Indiana on Tap, LLC for marketing and promotional services related to the City’s “Lagers in Lawrence” event, and that agreement has since expired; and

WHEREAS, Indiana on Tap, LLC has been acquired, and its operations are now being conducted by Good Day on Tap, LLC, doing business as Indiana on Tap; and

WHEREAS, the City has a need for professional marketing, promotional, and event management services for its 2025 and 2026 “Lagers in Lawrence” events (the “Event”) to be held in the City of Lawrence in or around September of each year; and

WHEREAS, the Parties desire to enter into a strategic marketing and management agreement under which Indiana On Tap will provide planning, marketing and management services for the Event.

NOW, THEREFORE, in consideration of the premises set forth above and in accordance with the terms and conditions set forth below, the parties hereby agree as follows:

I. Ownership of the Event

The City and its affiliates shall own the naming rights of the Event. Indiana On Tap shall own all profits and losses related to the Event. Indiana On Tap shall be solely responsible for all expenses related to the Event.

II. Term and Termination

- a. Term. This Agreement (i) shall commence on the Effective Date and (ii) shall continue in full force and effect until earlier terminated by either party in accordance with the terms set forth hereunder and/or upon completion of the Event in 2026.
- b. Termination. Either Party may terminate the Agreement (i) immediately on the grounds of material breach if the breaching Party fails to cure the breach within thirty (30) days following receipt of written notice of such breach from the non-breaching Party, (ii) upon

providing written notice to the other Party if the other Party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. The Agreement may also be terminated upon mutual agreement between the two Parties. Notwithstanding the foregoing, nothing in this Agreement or any other agreement between the Parties shall be construed as requiring Indiana On Tap to continue to organize and produce the Event, it being expressly understood that the Event may be renamed, repositioned or discontinued by the City if Indiana On Tap ends its involvement with the event.

- c. Effect of Termination. Upon effective termination of this Agreement for any reason, each Party agrees on a good faith basis to promptly return to the other Party any and all Confidential Information or Creative Materials, content, data, advertising and other material of the other Party in its possession or stored in any medium whatsoever and/or remove or destroy the same on request of the other Party. Upon termination, neither Party shall operate or conduct any business under the Event name or in any manner that might tend to give the general public the impression that this Agreement is still in force.

III. Obligations and Responsibilities of Indiana On Tap

- a. For the term of this Agreement and for the Event held during the term of this Agreement, Indiana On Tap shall have the following obligations and responsibilities:
 - i. Have full control over all planning aspects of the Event and assume all costs and risks associated with the Event, including third party contracts entered into by Indiana On Tap for the Event.
 - ii. Create and provide a ticketing and/or Event website to promote the Event.
 - iii. Create, launch and manage all online and offline marketing efforts.
 - iv. Provide and pay for all required insurance necessary and appropriate for the Event, including but not limited to, commercial general liability insurance (with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate), and liquor liability insurance (with limits of not less than \$1,000,000 per occurrence). City on Tap shall name the City as an additional insured on the commercial general liability and liquor liability policies. Indiana on Tap shall provide the City with certificates of insurance evidencing the required coverage at least thirty (30) days before the Event.
 - v. Provide and manage any and all volunteers needed for the Event to help manage any aspect or area of the Event.
 - vi. Initiate, lead and manage any optional sponsorship conversations with the intent to raise and secure sponsorship revenue for the Event. The City may also secure new sponsorships of its own.
 - vii. Secure, confirm, and manage the participation and logistics for all breweries, homebrewers, wineries, distilleries, and beverage and food vendors for the Event.

IV. Additional Obligations and Responsibilities of Indiana On Tap

- a. For the term of this Agreement and for the Event held during the term of this Agreement, Indiana On Tap shall also have the following, additional obligations and responsibilities:
 - i. **Social Media Marketing:** A minimum of 20 unique social media posts and mentions leading up to the Event during each year of the Agreement and spread out across Indiana On Tap's 3 major social media platforms and its respective audience of each, which consist of Facebook, Instagram and Twitter. It will be Indiana On Tap's sole discretion on when and how frequently they publish each post, and on which social media platform they choose to publish each of the 20 unique social media posts.

- ii. **Email Marketing.** A minimum of 6 inclusions into Indiana On Tap's entire email marketing list as part of their general email newsletters promoting the Event. A minimum of 1 'standalone' email to all known email addresses of attendees who have attended all previous "Lagers in Lawrence" events. This 'standalone' email will only feature "Lagers in Lawrence" as the event content.
- iii. **Preview Story.** Indiana On Tap will write an (optional) article that previews the Event during each year of the agreement that will be published on www.IndianaOnTap.com a minimum of 3 weeks prior to each event and then shared at least once across all 3 of their primary social media platforms (Facebook, Instagram and Twitter). It will be Indiana On Tap's sole discretion on when they publish and share this preview story for each Event.
- iv. **Graphic Design & Print Marketing.** Indiana On Tap will create and provide the Event posters and the Event "table tents" to be used for offline marketing purposes (if needed).

V. Obligations and Responsibilities of the City

- i. Manage all venue reservations & needs for the Event at Fort Ben Cultural Campus, including negotiating venue needs, required permits, etc.
- ii. Provide a minimum of two security officers for the duration of the Event.
- iii. Provide all trash receptacles and picnic tables needed for the Event.
- iv. Provide all fencing and road closure materials needed for the Event.
- v. Provide the labor to set up and remove the "banners" hanging above the Event area.

VI. Deliverables and Timetables

Indiana On Tap will complete a schedule of all marketing and promotional deliverables and timetables each year (as applicable) after execution of the Agreement. This schedule will be available each year to the City upon request.

VII. Ownership; Intellectual Property

- a. Each Party, under its intellectual property rights, hereby grants to the other Party a limited, non-exclusive, non-sublicensable license to use creative material provided by the other Party ("Creative Materials") in their registration, advertising and marketing materials for purposes of the Event in a form and format reasonably directed by the other Party. Each Party acknowledges the value of the goodwill associated with the logos, trademarks, service marks and other indicia of source ("Marks") incorporated in the Creative Materials and agrees that any and all use of the Marks pursuant to this Agreement will inure to the benefit of the Party that provided the Creative Materials. Each Party further acknowledges and agrees that it shall not display or offer products or services in the marketing materials or web pages in which the Creative Materials are affixed that detrimentally impact the goodwill of the other Party. All uses of any Marks by one Party shall be subject to the other Party's prior approval. Each Party shall have the right, in its sole discretion, to terminate the other Party's rights in the Creative Materials should it conclude that the other Party has taken, or may take, any action that could detrimentally impact the Creative Materials or the Marks. All rights in the Creative Materials not granted in this section shall be reserved exclusively to the Party who owns the Creative Materials. Neither Party grants any license under this Agreement, express or implied, except as expressly provided herein, and expressly reserves all rights not granted.

- b. Indiana On Tap acknowledges and agrees that the City shall own all rights, title and interest in and to the name of the Event “Lagers in Lawrence” and affiliated logos and any other brand name, tagline or other intellectual property used for or in relation to the Event (the “Event Brand”); any and all goodwill associated therewith shall inure solely to the benefit of the City. Indiana On Tap waives any right, title or interest it may have in the name, logo, and any affiliated intellectual property of the Event Brand.

VIII. Ticketing Site

The City agrees to use Indiana On Tap’s ticketing site and software (www.OnTapTickets.com) for the Event as the exclusive ticketing platform to sell tickets online. It is understood and agreed upon that Indiana On Tap will have sole control over the ticket types and ticket prices for the Event.

IX. Compensation

As Indiana On Tap will be incurring all upfront costs and financial risks related to the Event, compensation for the services rendered during the term of this Agreement will entitle Indiana On Tap to 100% of all profits (or losses) associated with the ticket sales and sponsorship fees. Indiana On Tap will provide the City with a breakdown of all ticket sales and/or sponsorship fees for the Event, upon request. Both Parties agree that 10% of the net proceeds shall be donated to a non-profit and/or local business or organization named by the City each year.

X. City of Lawrence Sponsorship Support

The City agrees to also provide monetary sponsorship support of the Event during the two years of this Agreement in the dollar amount of \$10,000.00 per year, payable to Indiana On Tap. This sponsorship amount will be due to Indiana On Tap no later than thirty (30) days after the date of each Event. In return for the City’s sponsorship support, the City will be recognized as the “Presenting Sponsor” of the Event each year and will also receive 40 complimentary VIP tickets that can be distributed in any way the City prefers.

XI. Confidentiality

- a. “Confidential Information” means any information that either Party expressly designates in writing as being confidential or which, under the circumstances surrounding disclosure, reasonable persons would or should know to be confidential. Notwithstanding anything to the contrary, Confidential Information includes, but is not limited to: financial information; marketing plans; business plans; customer lists; advertiser lists; information pertaining to business operations; and any other information pertaining to the business, operations, finances and employees of either Party. The term "Confidential Information" excludes any information that: (i) is or becomes publicly available without the receiving Party's breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to disclosure of such information by the disclosing Party; (iii) becomes known to the receiving Party from a source other than the disclosing Party other than by the breach of an obligation of confidentiality owed to the disclosing Party; or (iv) is independently developed by the receiving Party, without reference to the disclosing Party's Confidential Information.

- b. The receiving Party shall not disclose any Confidential Information of the disclosing Party to third parties except upon written consent of the disclosing Party. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided the receiving Party shall give the disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- c. The receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the disclosing Party's Confidential Information. The receiving party may disclose Confidential Information only to its employees or consultants on a need-to-know basis.

XII. Cancellation or Postponement of the Event

Indiana On Tap shall have in its sole discretion and authority the right to cancel, postpone, or reschedule the Event during each year of this Agreement.

XIII. Representations and Warranties

Each Party represents and warrants (i) that it has full power and authority to grant the other the rights granted herein; (ii) that its entry into this Agreement does not violate any agreement it has with any other third party; (iii) that its products, services and intellectual property used in connection with the Event, and any modifications thereto do not and will not (x) infringe any copyright, trademark, trade secret or any publicity, privacy or patent right of any third party, (y) contain any material that is libelous, slanderous, obscene, or otherwise unprotected by the United States Constitution, or (z) subject the other Party to liability for violation of any laws, rules or regulations; (iv) that it will not use any material or information provided pursuant to this Agreement in any commercially unreasonable manner or in any manner that would disparage or discredit the other Party; (v) that it will perform all of its responsibilities under this Agreement in compliance with all applicable laws and regulations, including without limitation, with respect to any e-mail marketing, in accordance with all applicable laws and regulations governing unsolicited e-mail, privacy, and data protection; and (vi) it will use exhibitor, attendee, vendor or other information or data initially collected by it or initially communicated verbally or otherwise to it, in connection with the Event (including via any website maintained by or for it) (collectively, "Event Data") in accordance with any and all applicable laws and regulations, whether international, federal or local, governing the use of such information, including any and all applicable privacy laws and both Parties' respective privacy policies and the terms of this Agreement.

XIV. Indemnification

Both Indiana On Tap and The City agree to mutually indemnify and hold harmless the other Party and its respective officers, directors, agents, representatives, parent, affiliate or subsidiary companies from and against any third party claims, demands, suits, damages, injuries, costs or expenses of any kind or nature whatsoever as it relates to this Event. Such indemnification shall only be effective provided that the affected Party: (i) promptly notifies the other Party in writing of any such claim; (ii) permits the other Party to control the defense or settlement of such claim; and (iii) cooperates with the other Party in such defense or

settlement. Either Party will have a right, at its expense, to participate in the defense of any claim.

XV. Limitation of Liability

Except for a claim for indemnification made pursuant to section XIV or a claim made pursuant to the confidentiality obligations contained in section XI, notwithstanding anything in this Agreement to the contrary, and regardless of whether any remedy fails of its essential purpose, in no event shall either Party be liable to the other Party for any incidental, consequential, special, indirect, punitive or exemplary damages arising under or in any way relating to this Agreement, even if that Party has been advised of the possibility of such loss or damage and even if a remedy fails of its essential purpose.

XVI. Force Majeure

Neither Party hereto shall be responsible for a failure to perform its obligations hereunder due to events beyond its reasonable control including without limitation, acts of God, disaster, government regulations, act of war, act of terror, strikes or other labor disputes, weather, earthquakes, fires, floods, riots civil disorder, failure of power or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying the Event attendees, exhibitors, or guests from appearing at the Event, or other similar cause beyond the control of either Party making it inadvisable or illegal to hold the Event.

XVII. Amendment

This Agreement may be amended only with the written consent of both Parties.

XVIII. Notices

Any notice to be given under the terms of this Agreement by either Party to the other may be via personal delivery in writing or via registered or certified mail, with postage prepaid and return receipt requested, or via email if the receiving Party acknowledges receipt of any such sent email. Mailed notices shall be addressed to the Parties at the addresses set forth below, but each Party may change the address by written notice in accordance with the terms of this section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the third day following the date of mailing. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, postage prepaid, or hand delivered, as follows:

If to Good Day on Tap , LLC
d/b/a Indiana on Tap

Good Day on Tap, LLC
P.O. Box 582
Fishers, IN 46038

If to the City of Lawrence

City of Lawrence
9001 E. 59th St., #301
Lawrence, IN 46216

XIX. Additional Provisions

- a. Independent Contractors. The relationship of the Parties hereunder is that of independent contractors. Each Party, its employees and agents, shall not be deemed to be employees, agents, joint ventures or partners of the other and shall not have the authority to bind the other. Neither Party shall have any power or authority to act in the name or on behalf of the other Party or incur or accept any liability or obligation binding upon the other Party without the express written consent of the Party to be bound.
- b. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the subject matter hereof.
- c. Severability. In the event that any one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- d. Assignment. Indiana On Tap shall not assign its rights or delegate its duties under this Agreement without the express written consent of the City, and any attempt to do so shall be void and of no force and effect. The City shall have the right to assign or delegate any or all of its rights and obligations under this Agreement to an affiliate or subsidiary or the purchaser of all or substantially all of its assets. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs and assigns.
- e. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of Indiana, without giving effect to any rules of conflicts of law. The State and Federal courts located in the State of Indiana and County of Marion shall have jurisdiction over any and all disputes between the Parties hereto, whether in court of in equity, arising out of or relating to this Agreement and the Parties consent to and agree to submit to the jurisdiction of such courts. Each Party waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts.
- f. Enforceability: No person or entity other than the Parties hereto, except governmental authorities to the extent required by law, is or shall be entitled to bring any action to enforce this Agreement against either of the Parties hereto. This Agreement is solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder.
- g. Nondiscrimination Clause: Indiana On Tap agrees not to discriminate against any employee, contractor or hired 3rd party who will help in any way with the planning,

marketing and/or managing the Event with respect to his or her hire, tenure, terms, conditions of privileges of employment or any matter directly or indirectly related to employment because of his or her race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

- h. Work Eligibility Status: Indiana On Tap agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Indiana On Tap understands that it is not required to verify the work eligibility status of any newly hired employee through an E-Verify program if the E-Verify program no longer exists.
- i. Unauthorized Aliens: Indiana On Tap does not knowingly employ any unauthorized aliens.

IN WITNESS WHEREOF, Good Day on Tap, LLC, doing business as Indiana On Tap and the City of Lawrence, Indiana have executed this Agreement as of the Effective Date.

**Good Day on Tap, LLC,
doing business as Indiana On Tap**

By: Andrew Cornwell

Andrew Cornwell, Owner and Managing Partner

City of Lawrence, Indiana

By: _____
Jim Perron, Chair
Board of Public Works and Safety