

Memorandum of Understanding

FOR USE OF FACILITIES

Relative to COVID-19 Pandemic

Between

Tippecanoe County

And

Gravity Diagnostics

This AGREEMENT is made and entered into by the undersigned, Gravity Diagnostics (“Gravity”) and Tippecanoe County (“County”), to enable the provision of space to conduct testing to determine whether individuals are positive for COVID-19.

WHEREAS Gravity and County have a mutual interest in establishment of an agreement to facilitate the testing and potential administration of vaccines for COVID-19 by allowing Gravity to use space at the Tippecanoe County Central Office building at 1950 S. 18th Street, Lafayette, Indiana;

WHEREAS, Gravity has need for the space to conduct public testing for COVID-19 and County has indicated that certain space at the facility is available for such use;

NOW THEREFORE, Gravity and County enter into this agreement as follows:

1. Facility Space: County shall permit Gravity to use the portion of Tippecanoe County Central Offices 1950 S. 19th Street, Lafayette, Indiana, (“TCCO”) as space where Gravity may conduct testing to determine whether individuals are positive for COVID-19. This space consists of approximately 1,000 square feet of what had been the gym (approximately $\frac{1}{4}$ of the gym space) when the TCCO had been the YMCA. Gravity and those using its services will have access only to the northeast door.
2. Compensation: Gravity shall pay County the nominal sum of one dollar (\$1) which County may waive. The parties do not intend such waiver to make this Agreement void for lack of consideration.
3. Term: This Agreement shall be in effect from month to month upon signing by the Parties. Either party may terminate this agreement upon ten (10) days written notice to the other with or without cause.
4. Damages: Gravity shall be responsible for damages arising out of its use of the facility, normal wear and tear excepted.
5. Signage: County agrees to allow necessary signage related to testing operations to be posted on or near the entry to the facility or in interior areas at the expense of Gravity. Placement of signage should not damage County property.
6. Insurance: Gravity agrees to maintain a policy of Commercial General Liability insurance in amount not less than one million dollars (\$1,000,000), naming County as an additional insured. Additionally the parties hereby enter into a mutual waiver of subrogation as follows: County hereby releases

Gravity, and Gravity hereby releases County and their respective partners, principals, members, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Leased Premises or the Property which is caused by or results from a peril or event or happening which is covered by insurance actually carried and in force at the time of the loss by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby.

- 7. Defense, Hold Harmless and Indemnity: Gravity agrees to defend, indemnify, and hold harmless County for claims, damages, costs, expenses, and attorney’s fees asserted against County or incurred by County arising out of Gravity’s operations at the facility at the TCCO facility. This agreement is intended for the benefit of Tippecanoe County and Gravity and is not intended for the benefit of any third party.
- 8. County makes no representations to Gravity that the facilities are suitable for any particular purpose, and Gravity accepts the facilities on an “as is” basis.

AUTHORIZED THIS 5th DAY OF October, 2021

GRAVITY DIAGNOSTICS

TIPPECANOE COUNTY

DocuSigned by:
Julie Brazil
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Tom Murtaugh
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By: Julie Brazil

By: Tom Murtaugh

Date: 10/5/2021

Date: 10/6/2021