

LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of the 4th day of May, 2026, by and between the City of Grand Junction, Colorado (“Licensor”) and Mesa County Valley School District 51, 2115 Grand Avenue, Grand Junction, CO 81501 (“Licensee”). Licensor and Licensee may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A.** Licensor owns a building located at 250 N. 5th Street, Grand Junction, Colorado 81501 (the “Building”).
- B.** Licensor has established a carrier-neutral location (“CNL”) within the Building to provide a centralized place for telecommunications providers to co-locate equipment and interconnect to enhance broadband services in the community. As part of the CNL, Licensor provides standard equipment racks for telecommunications and related electronic equipment.
- C.** Licensee owns computer and related telecommunications equipment (“Equipment”) more particularly described in the Schedule of Equipment attached hereto as Exhibit B and incorporated herein by reference. Licensee desires to install and operate its Equipment in the CNL in the Building.
- D.** Pursuant to the terms of this License, Licensee is granted a non-exclusive, revocable license to install and operate Equipment within a designated space in the CNL.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

GRANT OF LICENSE

Licensor grants to Licensee a non-exclusive, revocable license to install, operate, and maintain the Equipment in a specific space consisting of one (1) equipment rack/cabinet (the “Licensed Space”) located in the CNL premises (the “Premises”). The Licensed Space is depicted on the floor plan attached hereto as Exhibit A and incorporated herein by reference.

Licensee shall have no real property interest in the Licensed Space or Premises and shall have only such rights of entry as expressly granted hereunder. Licensor reserves the right to grant similar non-exclusive licenses to other telecommunications providers.

TERM AND PERMITTED USES

Term. The term of this License shall commence on July 1, 2026 (the “Commencement Date”) and shall continue on a month-to-month basis until terminated (the “Term”).

Termination Without Cause. Either Party may terminate this License at any time without cause by providing at least thirty (30) days’ prior written notice.

Permitted Uses. Licensee may use the Licensed Space solely for:

- (i) installing Equipment;
- (ii) maintaining, repairing, replacing, and upgrading Equipment;
- (iii) operating the Equipment; and
- (iv) removing Equipment upon termination.

Any other use requires Licensor’s prior written consent.

RENTAL FEE

Rental Fee. Licensee shall pay Licensor Seven Hundred Dollars (\$700) per month (the “Rental Fee”). A security deposit equal to three (3) months’ rent is required.

Payment Terms. The security deposit and first month’s rent are due on the Commencement Date. Monthly rent is due on the first day of each month.

Late Fees. Payments not received within ten (10) days shall incur a late charge of ten percent (10%) and accrue interest at ten percent (10%) per annum.

Place of Payment. Payments shall be made to:

City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

USE OF PREMISES AND SPACE

Compliance with Laws. Licensee shall comply with all laws, regulations, and codes, including NEC grounding requirements. Non-compliant installations must be corrected at Licensee's expense.

No Alterations. Alterations require Licensor's prior written consent and must be performed by Licensor or its contractor at Licensee's expense.

Equipment Responsibility. Equipment is Licensee's property and must be identified accordingly.

Access and Security. Access is limited to regular business hours unless otherwise agreed. Licensee shall comply with Licensor's security protocols.

Access Credentials.

- Two access control cards will be issued at commencement.
- Additional keys/cards require written request and log entry.
- All cards must be returned upon termination or upon Licensor's request.

Loss or Damage. Licensee must report lost or damaged cards and is responsible for replacement costs.

Security Changes. Licensor may modify security measures and will endeavor to notify Licensee.

Hazardous Materials. None permitted. Equipment must comply with EMF/RF standards.

Trash Removal. Licensee must keep the area neat and remove debris.

Rules and Regulations. Licensee agrees to comply with all building rules imposed by Licensor.

UTILITIES AND SERVICES

Electricity Charges. Licensee shall pay for electricity attributable to the Licensed Space.

Current Usage. Aggregate CNL usage baseline is 29,000 kWh/day.

Increased Usage. Usage above baseline is divided equally among licensed cabinets.

Rate. Charges are based on Licensor's utility rates plus \$0.02/kWh/month.

Payment. Due within thirty (30) days of invoice.

CLEAN AGENT FIRE SUPPRESSION SYSTEM AND EMERGENCY TRAINING

Licensors maintains a clean agent fire suppression system (“Fire Suppression System”).

Operation & Maintenance. Licensor will maintain and inspect the system.

Training. Licensor will provide training within thirty (30) days of commencement and annually thereafter.

Emergency Situations. Licensee must follow training procedures and notify Licensor immediately.

Liability. Licensor is not liable for damage from activation unless due to willful misconduct.

REPRESENTATIONS AND WARRANTIES

Licensor represents authority to enter this License and that zoning permits CNL use.

Licensee represents valid existence, authority, and legal compliance of its Equipment.

INSURANCE AND INDEMNIFICATION

Licensee shall maintain:

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate; Licensor listed as additional insured.

Workers’ Compensation: Statutory coverage for all employees at the Premises.

Certificates must be provided prior to access.

Indemnification. Licensee shall indemnify and defend Licensor from claims arising out of Licensee’s negligence, breach, or Equipment operations.

DEFAULT AND REMEDIES

Defaults include failure to pay, failure to perform obligations, insolvency, or misrepresentation.

Licensor may terminate the License, retake possession, remove Equipment, and pursue all legal remedies.

SURRENDER AND REMOVAL OF EQUIPMENT

Upon termination, Licensee must surrender the Licensed Space in good condition and remove all Equipment within ninety (90) days. Remaining Equipment may be disposed of at Licensee's expense.

FORCE MAJEURE

Neither Party is liable for failures caused by circumstances beyond reasonable control. Events lasting more than sixty (60) days allow termination.

NOTICES

Notices shall be valid if personally delivered, mailed, emailed, or sent via overnight courier to the addresses below:

Licensor:

City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Licensee:

Either Party may update notice addresses in writing.

DISPUTE RESOLUTION

Disputes not resolved informally shall proceed to mediation before litigation. Venue is Mesa County, Colorado.

BUILDING MAINTENANCE AND REPAIR BY LICENSOR

