

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 25TH day of OCTOBER 2017, by and between the City of Grand Junction (hereinafter called "LICENSOR") for the use of the shade shelters located on Main Street between 7th Street on the East and 3rd Street ("THE PREMISES" or "PREMISES") and 32 Waves LLC, (Entity?) (hereinafter called "LICENSEE"). The Licensor and the Licensee may be referred to collectively as the "Parties."

RECITALS:

The Licensor and Licensee desire to enter into a License Agreement for Premises known as shade shelters on Main Street in Downtown Grand Junction Colorado for the purposes of the Licensee installing and operating wireless internet antennas to provide WiFi ("Service" or "the Service") to guests to Downtown all in accordance with an agreement by and between the Grand Junction Downtown Development Authority ("DDA") and the Downtown Grand Junction Business Improvement District ("DGJBID"), all of which is subject to and shall be in accordance with the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter stated, the Parties hereto agree as follows:

1. Licensor hereby grants to Licensee an irrevocable license to occupy and use, subject to all of the stated terms and conditions, a portion of the Premises (individually and collectively) known as shade shelters for the Licensee to install and maintain antennas ("Equipment") and after installation operate the Service. The equipment is identified on Exhibit A attached to this Agreement. Installation of any additional equipment must be agreed to in writing by both parties.
2. The term shall commence on October 31, 2017 and shall end on September 30, 2021, if not sooner terminated as otherwise provided herein.
3. The Premises may be occupied and used by the Licensee solely for the purposes stated herein which shall include, but not be limited to, installation, repair, renovation and maintenance of one antenna per shade shelter and the necessary transmitter(s) necessary to provide the Service.
4. Licensee shall have no right to assign this Agreement or to sublet the use of the Premises for any purpose.
5. If the Premises or any portion of the Premises are damaged during the term of this Agreement by the negligence of the Licensee, its agents, employees or servants, Licensor may demand the Licensee to pay such sums as determined by the Licensor to be necessary to restore the Premises to the condition that existed prior to the occurrence

of such damage. The Licensee may pay or submit the matter or any claim for damages to mediation. Completion of mediation shall be a precondition to the filing of a lawsuit.

6. Licensee shall keep in force at its expense, so long as this Agreement remains in effect and during such other times as Licensee occupies the premise, insurance coverage acceptable to Licensor with minimum limits of One Million Dollars (\$1,000,000.00) in account of bodily injuries to or death of one or more persons as a result of any one accident or disaster and property damage with a minimum limit of \$650,000.00.
7. Licensee shall not make any alterations except repair and maintenance or installation of new or upgraded equipment to the Premises or any part thereof without obtaining Licensor's written approval. Upon removal of Licensee's improvements, Licensee shall repair, at its expense, any damage other than normal wear and tear caused by removal.
8. Licensee will, to the extent allowed by law, indemnify Licensor and save it harmless from and against any and all claims, action, damage, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof or any other part of Licensor's property, occasioned wholly or in part by any negligent act or omission or Licensee, its officers, agents, contractors or employees.
9. The Licensor shall provide written notice to the Licensee of any claimed, alleged or asserted breach of this Agreement. Licensee shall have a reasonable period not to exceed 45 days to cure the default. Such notice shall not serve to invalidate this License Agreement but instead shall serve as the basis for non-renewal.
10. Licensee agrees that it shall reasonably comply with the demands, requests or expectations of the Grand Junction Parks and Recreation Department regarding the Licensee's use of the Premises.
12. There is no annual fee for the term of this License Agreement; the Licensee shall pay for any and all costs and expenses arising out of or under this License Agreement and the provision of service(s) thereunder.
13. Licensee shall not operate its equipment in any manner, which shall result in electromagnetic interference with radio, television, or other consumer electronic equipment used by the Licensor or the residents of the structure. Radio frequency interference shall be a material breach of this Agreement. In the event electromagnetic interference should occur in the operations of the antenna/repeater, the Licensee shall promptly alter its antenna or take such other corrective steps to abate all such interference. Failure to abate interference is grounds for early termination of this license.
14. Licensee shall take all reasonable measures to assure that its equipment is properly installed so as to minimize risk of fire or other property damage due to, wind, lightning or other hazard. Licensee shall indemnify and hold Licensor harmless from any personal or property damage resulting from Licensee's Equipment.

LICENSEE: 32 Waves LLC

Signed and dated this 30 day of October 2017.

By: _____

LICENSOR: City of Grand Junction

Signed and dated this 25 day of October 2017.

By: _____

Greg Caton, City Manager

Rob Schoeber, Director of Parks and Recreation

Exhibit A

Main Street – 32Waves Public Wifi Equipment List

October 2017

Located inside fiber enclosure in shade hut attic space:

- One 32W's 8-Port POE Gigabit Switch
- Power Supply
- Back Up Battery

Located on the roof, attached onto or near the apex angle:

- Mounting J-Pole
- Cable
- 802.11 Omni Style Antenna of two assortment (10 or 13 db) with attached AP
- Backhaul radio (all in one unit).