

THIS AGREEMENT MADE THIS ____ DAY OF _____, 201

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE
(hereinafter referred to as the "County")

OF THE FIRST PART

-and-

(hereinafter referred to as the "Licencee")

OF THE SECOND PART

Landowner contact information:

First and Last Name: _____

Legal land location (LSD): _____

Phone #: _____

LICENSE AGREEMENT

WHEREAS the County owns a telecommunication tower (the "Telecommunication Tower") located upon lands owned by a third party which lands together with the location of the Telecommunications Tower are more fully described in Schedule "A", attached hereto;

AND WHEREAS the Licencee has requested that the County allow the Licencee to install certain telecommunication equipment upon the Telecommunication Tower

AND WHEREAS the Equipment is designed to allow subscribing members of the public to gain access to and use of the internet;

AND WHEREAS the Licencee acknowledges and agrees that the Telecommunication Tower is utilized by other internet and telecommunication service providers which have equipment installed upon the Telecommunication Tower;

AND WHEREAS the County is willing to allow the Licencee to install its equipment upon the Telecommunication Tower, subject to the terms and conditions contained herein;

NOWHEREFORE the parties hereto agree as follows:

1. The preamble to this Agreement forms an integral part of this Agreement and is incorporated herein. The schedules referred to in this Agreement are also integral parts of this Agreement, and are incorporated herein.

2. Subject to the terms and conditions of this Agreement the County hereby grants to the Licencee a license to utilize the Telecommunication Tower for the purpose of installing and operating its Equipment.
- 3.
4. The Licencee may not install any of the Equipment until the County has signed this document. The Licencee shall submit updates of the Installation Plan for the County's approval whenever the Licencee wishes to change, add to, or remove, the Equipment.
5. The Licencee's Equipment shall not in any manner (whether physical, non-physical or otherwise) interfere with or cause any interference with or to any of the other equipment located on the Telecommunication Tower. In the event of any such interference, the County may require the Licencee to remove its Equipment, immediately.
6. The Licencee also acknowledges and agrees that the Telecommunications Tower is located on property owned by a third party. While the County has a right of access to the Telecommunication Tower, the Licencee acknowledges and agrees that it must make reasonable arrangements for access and power with the landowner. Without restricting the generality of the foregoing, the Licencee represents and warrants that it will not do anything which jeopardizes or puts at risk the County's agreement or relationship with the landowner. Without restricting the generality, neither the Licencee, or their Equipment shall cause any nuisance to the County or the landowner.
7. The County may terminate this Agreement, immediately, in the event that the Licencee breaches this Agreement.
8. Either party to this Agreement may terminate this Agreement, without cause or reason, upon providing the other party with three (3) months written notice of the termination.
9. The license hereby granted is intended to continue until such time as it is terminated in accordance herewith. Further, in the event that the Licencee removes or abandons the Equipment, this license terminates automatically.
10. The Licencee shall be responsible for all costs and liabilities related to the Equipment, and the installation, maintenance, repair, upgrade and upkeep of the Equipment. Without restricting the generality of the foregoing, the Licencee is responsible for the costs of power for its Equipment, and must make its own arrangements with the landowner in regard to power.
11. Nothing in this Agreement creates or constitutes an interest in land, and the Licencee shall not register or attempt to register any interest in any land associated with the Telecommunication Tower, or any other interest.
12. The Licencee's Equipment shall be installed, operated and maintained at the Licencee's risk. The Licencee shall provide adequate insurance for its Equipment, and its operations, including general liability insurance that shall have a coverage limit of not less than five million (\$5,000,000.00) dollars, and name the County as an additional insured.

13. In addition to the foregoing, the Licensee hereby indemnifies and saves harmless the County, and its officials, volunteers, representatives, employees, sub-contractors and agents (collectively referred to as "the County") from and against any and all liabilities, claims, actions, proceedings, costs, legal costs on a solicitor and his own client basis, expenses and demands, whether related to person or property in respect to or arising from the Licensee's actions or inactions pursuant to this Agreement, the Licensee's Equipment, the installation or operation of the Equipment, or anything whatsoever arising therefrom including, without limiting the generality of the foregoing, any interference or disruption cause by or to the Equipment or the faulty installation of the Equipment, the Equipment falling or being blown or dis-lodged from or off of the Telecommunication Tower, and any damage done to the landowners, the landowners property, or any third party whether by the Equipment, or its installation or operation, or the Licensee's access to the landowners property, or otherwise (collectively referred to as "claims"). The Licensee further waives and releases the County from all such claims.

14. This Agreement may not be assigned or transferred by either party to this Agreement without the written consent of the other party. Notwithstanding this provision however, in the event that the County sells or transfers the Telecommunication Tower, the County may assign this Agreement to such a transferee.

IN WITNESS WHEREOF the parties hereto have set their hands on this ____ day of _____, 201

COUNTY OF GRANDE PRAIRIE

per:_____

per:_____

Licensee:

per:_____

per:_____

WITNESS

WITNESS