

AIR SITES 2000, LLC
16921 Parthenia Street, Suite 201B
North Hills, CA. 91343
(818)783-1400/Fax: (818)783-8645
Service 888 GEI-SITE (888 434-7483)
E-mail: vtjarks@airsites2000.com

Site / Air Time Usage Agreement

Date: January 18, 2019 (effective date March 1, 2019)

Customer: William S. Hart, UHSD

Attn: Bradley S Renison, Director of Transportation
21380 Centre Pointe Parkway
Santa Clarita, CA. 91350-2948
(661)259-0033

Site Locations: 27520 U Oat Mountain Motorway, **Operation Frequency:**
Saugus, CA. 91350

Call Sign:

Expiration Date of FCC License:

Monthly Amount: \$700.00

Marked Item Applies

☒ **This agreement is for floor space and antenna space located at the above site.** The equipment covered by this agreement is stipulated in this agreement and equipment found on site not covered by a written agreement will be removed at the customer's expense.

This agreement is for shared cost/co-op owned, or community repeater Air time usage. All authorizations covered by this agreement will be for non-profit internal use of the customer listed only. Co-op buy in at beginning of agreement shall be refunded to customer at the termination of this agreement. Co-op interest in equipment and frequency shall not be transferable or sellable except back to Air Sites 2000, LLC.

This Agreement supersedes all other agreements written or verbal. No verbal agreements will be honored past this date. This agreement is subject to all terms and conditions listed herein. Read them before signing. Signature on this agreement indicates that you have read and understood the contents herein. Signatures contained on last page of this agreement.

Air Sites 2000, LLC, is hereinafter referred to as "AS", Customer is hereinafter referred to as the "Customer".

AS initials

AS

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TERMS AND CONDITIONS

1. **USAGE FEES:** Usage fees in the amount of \$700.00 shall be paid monthly in advance and the first billing period will include a deposit for the last month. Effective as of the commencement of the third year of this Agreement and for every year thereafter during the term of this Agreement and any successive renewal periods thereafter, the monthly usage fee payable by customer shall be increased by an amount equal to the greater of (1) the percentage CPI increase (as hereinafter defined) times the monthly usage fee due under this Agreement for the month preceding the commencement of the new year, or (2) three percent (3%). As used herein, the "Percentage CPI Increase" shall be the percentage increase in the "Consumer Price Index for All Urban Consumers" as published by the Bureau of Labor Statistics or any successor agency, for Los Angeles-Riverside-Orange County (All items, 1982-84=100, (the "Index"), calculated by comparing the Index as of the date of commencement of the applicable new year to the index which was in effect as of the date of the commencement of the preceding year, as applicable. If the Index is no longer published, AS shall, by written notice to Customer, reasonably choose a similar government or private index which is commonly used in commercial leases. All site usage fees are due by the first business day of the month, and payment for time and material is due thirty (30) days from the invoice date. If usage fees are not paid by the 15th day of the month in which they are due or within 15 days of the invoice date, whichever date comes first, a late charge in the amount of 5% of the payment shall be added to the payment amount due. AS reserves the right to disconnect without notice for site usage fee or time and material work performed by AS not paid by the appropriate due date. The reconnect fee is prevailing hourly rate, port to port, or Three Hundred Fifty Dollars (\$350.00) whichever is greater (\$450.00 on weekends).
2. **TERM:** The term of this agreement shall be for three (3) years beginning on the effective date. At the end of the three year term, this Agreement shall automatically renew for two successive periods of one year each unless either party notifies the other not less than sixty (60) days in advance of the end of each period that it does not wish to renew.

Notwithstanding the foregoing, the term of this agreement shall not extend beyond the term of the Master Lease Agreement between AS and Oat Mountain owners, Mary C. Edwards, Trustee, et al., which ends on March 31, 2026. AS intends to seek an extension beyond this date and believes that it will be successful in doing so.

3. **CANCELLATION:** Either party may terminate this agreement (i) in the event of a breach by the other party by providing at least sixty (60) days prior written notice thereof if the breaching party fails to cure such breach within

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such sixty (60) day period, or by Hart, if through no fault of Hart, its FCC license to operate at the site is revoked, expires or is not renewed.

4. **ADDITIONAL FEES:** Any or all fees assessed by Local, State, or the United States Government, to AS, as a result of the Customer's use of AS site or repeater services shall be the responsibility of the Customer. Such additional fees, if assessed, will be billed to the customer and due and payable within 30 days to AS. Customer will abide by all decisions made by Local, State, or U.S. Government including the Federal Communications Commission. All Licensing and permits required by the FCC or any other Local, State, or Federal Agency are the sole responsibility of the Customer.
5. **SERVICE FEES:** A service fee applies to any expense incurred by AS, including assessed fees on account of operation and maintenance of the Customer's site and system. AS reserves the right to charge the customary prevailing rate for servicing of or providing access to sites when making a special trip to sites on the Customer's behalf.
6. **INTERFERENCE:** In case of interference caused by Customer's equipment, AS will notify Customer of said interference. If Customer fails to correct the problem within the time frame required by AS then, AS reserves the right to turn off any equipment causing the interference and bill the Customer at the prevailing hourly rate for the time incurred in correcting the problem.
7. **CUSTOMER OWNED EQUIPMENT:**
 - a. Low Band FM Transmitter
 - b. VHF Repeater
 - c. Additional equipment may be listed as an addendum to this Agreement.
- 7A. **INSTALLATION OF CUSTOMER OWNED EQUIPMENT:** All equipment installed into Licensed Space will be installed by AS or a contractor mutually agreed upon. All permits will be obtained in advance by the Customer and the cost of such permits will be the responsibility of the Customer. All antenna lines are to be mounted in existing cable runs with clamps and lightning arrestor prior to entering building. All antenna lines and mounts, mounted to tower structure or building become the property of AS upon termination of this agreement. All equipment must be installed in compliance with the National Electric Code and any applicable federal, state, or local rules, regulations, codes or ordinances. Installation of alternating current surge protection is the responsibility of the Customer. The Customer and its agents, employees and representatives are not allowed to climb on towers or antenna structures at any time. All climbing related activities will be performed by employees, authorized agents or authorized representatives of AS unless specifically authorized in writing by AS. In the event of sub-

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standard installation, AS reserves the right to correct the installation and bill customer at the prevailing hourly rate plus the materials necessary to correct the installation. At no time shall Customer allow the installation or storage of Hazardous Materials at any Licensed location with the exception of batteries or propane being actively used to power Licensed Equipment.

8. **DISRUPTION OF SERVICE:** AS assumes no liability for any disruption in service to the Customer. AS will make every reasonable effort to maintain the Licensed site in peak operating condition.
9. **LIABILITIES:** The Customer agrees to release AS from any liability for acts of God including but not limited to fire, wind, rain, snow, ice, floods, earthquakes, and the consequences therefrom and from radio frequency interference. Access roads to and from all transmitter sites are subject to closure from weather conditions. Customer agrees that any and all persons travel these roads at their own risk. The Customer further agrees to indemnify, defend, and hold AS harmless from and against accidents or injuries that may occur on the Licensed sites to the Customer's employees or any other parties that the Customer has on site, unless such accident or injury is due to the gross negligence or willful misconduct of AS or its agents, employees.
10. **INSURANCE:** The Customer shall maintain at all times, and shall provide AS, with certificates reflecting, the following:
 - i. General Liability with minimum amount of One Million Dollars \$1,000,000.
 - ii. Worker's Compensation as required by State of California. If self insured, provide a minimum \$500,000.00 combined single limit.
 - iii. AS listed as additional insured.
 - iv. Contractors performing work for Customer shall post a liability policy naming AS as additional insured in the amount of One Million (\$1,000,000) Dollars for General Liability.
11. **RESTRICTIONS:** The Customer shall not sell, assign, or transfer this License Agreement or any interest therein without the prior written consent of AS, which consent shall not be unreasonably withheld and shall not sublet, mortgage, or otherwise encumber any or part of the AS property sites covered by this agreement. Customer may assign or transfer its interest in this Agreement to another entity, including a corporation, that is controlled by Customer and in which Customer holds at least a majority equity interest provided that Customer remains personally obligated to perform its duties and obligations hereunder and the assignee agrees to perform and adhere to the duties and obligations of Customer hereunder. In addition, Customer shall not allow or suffer any other person (except Customer's agents and

employees) to use the licensed area or any portion thereof without the prior written consent of AS, which consent shall not be unreasonably withheld. AS has closed sites. Access to sites are on an individual basis. AS reserves the right to deny or limit access but shall not unreasonably deny or limit such access. Vandalism by the Customer or its agents or employees to equipment at site locations will be considered grounds for termination of this agreement without recourse or refund.

12. **WARRANTIES:** AS does not warrant or guarantee the suitability of the subject premises or frequencies for any purpose. The Customer acknowledges and agrees that he/she/it has examined the said premises and finds them suitable for its purpose. The Customer acknowledges that the premises are in good and usable condition. The Customer shall use the site locations for a radio tower, transmitter/ receiver facility only. Any other use of the site locations covered by this agreement will constitute grounds for termination of this agreement.
13. **SPECIAL CONDITIONS:** AS retains the right to approval of all radio, transmitters, antennas, antenna lines, and hardware to be used. All commercial and amateur installations will have to meet site commercial standards. Copies of Licenses must be submitted to AS prior to installation. The Customer shall forward copies of renewals of any and all licenses and permits to AS upon the Customers receipt of same. It is the Customers responsibility to ensure that it maintains and that AS has copies of all applicable Licenses and Permits. This agreement automatically terminates should any required authorization regarding equipment located at sites covered by this agreement lapse or terminate. The choice to reinstate this agreement is solely at the option of AS.
14. **ALTERATION & ADDITION OF EQUIPMENT:** AS requires requests to be written and submitted for approval prior to any alteration. All changes to equipment, equipment location, or addition of transmitters, receivers, antennas, and or antenna lines or modification of any kind, require written approval from AS. All undocumented equipment found at AS site (or sites) will be removed without notification at the Customers expense and will be available for pick up COD from AS. Any damage to equipment incurred from removal of unauthorized equipment will be the sole responsibility of the Customer, and may constitute grounds for termination of this agreement at AS option.
15. **EQUIPMENT LOCATION:** AS reserves the right to have equipment relocated and to stipulate the locations for electronics equipment as well as antenna and associated hardware. AS will have final determination of equipment and antenna location.

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AS

Customer initials

16. CONFIDENTIAL AGREEMENT: All information gained by access to AS sites at any location is considered to be confidential and proprietary by nature. This information is not to be copied or repeated in any way or form. A breach of this confidentiality provision will be cause for immediate termination of this agreement and may result in civil action.
17. ESTOPPEL AGREEMENT: At the request of AS the customer will sign and return a reasonable estoppel agreement as supplied by AS.
18. DEFAULT AND REMEDIES: If Customer violates any of the terms and/or conditions set forth here, AS, at its option, may take any and all legal action necessary including, without limitation, disconnecting customer's equipment. Costs incurred by AS in enforcing the terms and conditions of this agreement shall be paid by the customer.
19. POWER USAGE: The monthly fee includes customer's power usage, but in the event that customer's power usage increases significantly over the average use or if AS is assessed a surcharge by the local utility, Edison Co., on account of customer's power usage, AS retains the right to assess customer for any excessive power usage or surcharges and said assessments shall be paid by customer to AS in accordance with paragraph 4 hereunder.

BY THEIR SIGNATURES, the Customer and AS agree to be bound by the above stated terms. Any modification of this agreement must be in writing and signed by both parties.

WILLIAM S. HART, U.H.S.D.

SIGNED

BY: _____

TITLE: _____

DATE: _____

AS:

SIGNED

BY: Vernie Tjunker

TITLE: President

DATE: 2/9/19

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Customer initials _____