

RAILSTREAM, LLC. LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into by and between the City of Saginaw, ("City") and Railstream, LLC. ("Licensee").

A. City is owner of certain real property and improvements thereon located at 301 S. Saginaw Blvd., Saginaw, TX 76179, known as the Saginaw Train Depot ("Premises").

B. Licensee desires to install video camera and computer equipment and provide internet service to the computer (the "Equipment") in a portion of the Premises consisting of interior wall space and identified in Exhibit "A" hereto, and desires to secure access for ingress and egress and utilities thereto for the purpose of providing a 24-hour video stream of train traffic to its customers. The Premises are described in Exhibit "A" attached hereto and made a part hereof by this reference.

C. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

ARTICLE 1

1.01 Agreement Term. The term of this Agreement shall begin on the Commencement Date as executed below and continue until terminated pursuant to Section 1.07 or nonrenewal pursuant to Section 1.03, below. Beginning on the Commencement Date, City hereby grants a license for a term of one year for the purposes described herein. City agrees to allow Licensee access to the Premises during ordinary business hours for installation, regular maintenance and repairs to its Equipment. Licensee agrees that all employees, contractors, agents and vendors of Licensee shall inform City prior to accessing the Premises.

1.02 Internet Access. Licensee shall fund a separate internet connection to the Premises in order to provide video stream to its customers. Internet equipment and network will be managed solely by Licensee.

1.03 Annual Renewal. This Agreement will be automatically renewed annually, commencing on December 4, 2019, unless either City or Licensee provides the other party with written notice of its intention not to renew the Agreement, not less than thirty (30) days prior to the expiration of the initial term or any renewal term.

1.04 Licensee's Use. Licensee shall use the Premises for the purpose of installing, maintaining, and operating the Equipment. The Equipment consists of an exterior signal mast mounted camera, and a computer and Internet electrical connection, which will be located and installed in the portion of the Premises as depicted in Exhibit A. After installation and except as provided below, Licensee shall not modify or remove the Equipment without City's prior consent; provided however, that Licensee shall be permitted to replace from time to time during the Agreement term, any of the Equipment installed as permitted by this

Agreement, as well as, add, modify and/or replace any Equipment, so long as such new Equipment does not endanger in any manner the Premise structure, or cause interference with other occupants of the Premises. All mounted equipment must be located in enclosures, as depicted in Exhibit A. Title to all of Licensee's Equipment shall be held by Licensee, shall remain Licensee's personal property, and shall be the sole responsibility of Licensee. Licensee has the obligation to remove all installed Equipment at the expiration or termination of this Agreement, as provided for herein.

1.05 Licensee's Construction and Maintenance. All Equipment shall be installed at Licensee's expense. The location and appearance of the Equipment and any modifications to be made to the Premises are described in the attached Exhibit A. All construction shall be performed in a manner that will not interfere with City's use of Premises. All construction will be performed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, regulations and codes. Any damage occurring to the Premises, or the property of any permitted occupant of the Premises and caused by Licensee or Licensee's employees, agents or contractors shall be promptly repaired by Licensee. Licensee shall maintain the Premises and Equipment in good condition and in good repair and in compliance with all governmental laws, ordinances, regulations and building codes.

1.06 Interference. In its use of the Premises and Equipment, Licensee will not interfere with the operations of City or other existing occupants of the Premises. In the event of any such interference, Licensee shall take all actions necessary to eliminate such interference. If any such interference conflicts with City's use of the Premises or with another electrical, Internet or other transmission facility on the Premises, and Licensee does not correct or commence to correct such interference within 7 days after issuance of notice of said interference by City to Licensee, and Licensee does not correct or commence to correct such interference within 30 days, Licensee shall discontinue operating such Equipment on City's demand, unless and until it can be operated without such interference.

1.07 Termination. This Lease Agreement may be terminated: (a) on 30 days written notice by either party; (b) by City upon 30 days written notice if there is any breach of this Agreement by Licensee, including nonpayment of Rent due hereunder; or (c) by Licensee if the Premises are or become unacceptable to Licensee under Licensee's design or engineering specification for its Equipment and/or communications system. Not later than 30 days after the termination of this Agreement, by expiration of the term or otherwise, Licensee will remove its Equipment and restore the Premises to its condition on the Effective Date, reasonable wear and tear excepted.

1.08 Payment. Licensee shall pay to City as compensation for its use of the Premises the sum of \$500 annually ("Rent") due upon execution of this Agreement, and annually on the renewal date of this Agreement.

ARTICLE 2.

2.01 Licensee's Insurance. At all times during the term of this Agreement,

Licensee agrees to maintain the following:

- a) Commercial general liability insurance for claims for bodily injury or death and property damage with coverage limits of not less than \$1,000,000 combined single limit per occurrence.
- b) Insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Licensee's personal property located in the Premises in an amount not less than their full replacement value.

Each such policy for (a) and (b) above shall include City as an additional insured and shall provide that it will not be terminated or substantially amended during the Term to affect the coverage required except after 30 days prior notice thereof to City.

2.02 City's Insurance. At all times during the Term of this Agreement, City will carry and maintain fire and extended coverage insurance covering the Premises and its equipment (excluding Licensee's Equipment) in amounts not less than their full replacement cost. City shall also carry commercial general liability insurance in amounts reasonably determined by City.

2.03 Indemnification. **Licensee assumes all liability and responsibility for and agrees to fully indemnify and hold City harmless against any claim of liability or loss to City, or other occupants of the Premises, including City's officers, agents, and employees resulting from Licensee's use of the Premises described in this Agreement, including the operation of the Equipment; and from personal injury or property damage caused by the negligence or willful misconduct of the Licensee, its employees, contractors or agents.**

2.04 Property at Risk of Licensee. Licensee agrees that Licensee's Equipment is maintained and insured at Licensee's sole risk. Licensee shall maintain property insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Licensee's Equipment located on the Premises. In no event shall City be responsible for any damage to Licensee's Equipment on the Premises.

ARTICLE 3.

3.01 Licensee Compliance. Licensee will promptly comply with all laws relating to Licensee's use or occupancy of the Premises. At its sole cost and expense, Licensee will promptly cause the Premises, including Licensee's Equipment located thereon, to comply with all laws to the extent that such compliance is required solely as a result of Licensee's use or occupancy of the Premises.

3.02 Utilities. Licensee shall provide its own Internet access as prescribed under section 1.02; provided, however, City shall be provided with the account and access information to the internet service in the even that such internet service interferes with the City's use of the Premises.

3.03 Fixtures. City covenants and agrees that no part of the Equipment installed, construed, erected or placed by Licensee on the Premises will be or become, or be considered as being, affixed to or a part of City's real property.

3.04 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Licensee shall not assign or sublet this Agreement without the prior written consent of City.

3.05 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between City and Licensee and that no other agreements, promises, or understandings shall or will be binding on either City or Licensee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

3.06 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Texas. Venue for any dispute shall lie in Tarrant County, Texas.

3.07 Authority. Each of the individuals executing this Agreement on behalf of the Licensee or the City represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

3.08 Relationship of City and Licensee. By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

Executed this the ____ day of _____, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

CITY:

LICENSEE:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF PREMISES AND EQUIPMENT

The Premises and Equipment are described and/or depicted as follows: See attached drawings showing the location of the Equipment on the Building.

CAMERA AND MICROPHONE
ARE LOCATED ON THE
SOUTHEAST CORNER OF THE
SAGINAW TRAIN BUILDING.





CAMERA AND MICROPHONE ARE SIMILAR IN MAKE AND MODEL TO THAT PICTURED TO THE RIGHT.

COMPUTER EQUIPMENT IS LOCATED IN MAIN BUILDING NEXT TO BACK EXIT. EQUIPMENT IS HOUSED IN AN EQUIPMENT RACK ON THE FLOOR. RADIO ANTENNA IS IN WINDOW. (WIRELESS ACCESS POINT IS NOT CURRENTLY INSTALLED - WAS USED FOR TESTING PURPOSES ONLY.)

