

**JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT**

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (this "Agreement") is entered into effective on the date of the last party to execute this Agreement ("Effective Date" or "Commencement Date"), between the Board of Education of Jefferson County, Kentucky, operating under the name Jefferson County Public Schools ("JCPS") and Sprint Spectrum L.P., a Delaware limited partnership ("Licensee").

RECITALS

JCPS issued a certain proposal to establish the terms and conditions for the grant by JCPS to one or more persons or entities of one or more licenses for the use of space on towers or other structures owned or controlled by JCPS for the placement of wireless communications equipment of such persons or entities in or on such towers or structures (the "Proposal").

The Proposal included certain prohibitions, requirements and technical specifications (collectively, the "Specifications") to be applicable to any license granted by JCPS in response to the Proposal. A copy of the Specifications is attached hereto as Exhibit C.

Licensee desires to accept the Proposal and license from JCPS space at the site described on the Site Designation Form attached as Exhibit A to this Agreement (the "Site"). Exhibit A also describes the JCPS structure (the "Structure") on the Site; the unmanned radio communications equipment and related telecommunications activities of Licensee (the "Communications Facility") for which the Site shall be used by Licensee; the initial payment to be paid by Licensee within fifteen (15) days of the Commencement Date (the "Initial Payment"); the renewal payment to be paid by Licensee on the first day of each Renewal Term (defined below) (the "Renewal Payment"); and the annual license payment to be paid by Licensee within fifteen (15) days of the Commencement Date and on each anniversary of the Commencement Date (the "Annual Fee").

AGREEMENT

1. **SPECIFICATIONS.** The Specifications are incorporated into this Agreement, and shall apply to Licensee as if stated in full herein. To the extent any provision of this Agreement (including exhibits) conflicts with the Specifications, the provision of this Agreement shall control.

2. **REGULATORY COMPLIANCE.** During the term of this Agreement, Licensee shall comply with all federal, state and local laws, orders, ordinances and regulations applicable to Licensee's access to and use of the Site.

3. **NON-INTERFERENCE.** The Communications Facility shall not interfere with the educational operations of JCPS or with any communications equipment of JCPS or any other person or entity located at the Site on the date of Licensee's original installation pursuant to the Original Agreement (as defined in Section 5 hereof). JCPS shall not permit the installation on the Site after such installation date of any equipment that: (a) results in technical interference problems with the Communications Facility, or (b) prevents Licensee from

exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement.

4. **COOPERATION.** JCPS shall use commercially reasonable efforts to cooperate with Licensee, at Licensee's expense, to assist Licensee to obtain any licenses, permits or government approvals that are required for Licensee to use the Site.

5. **TERM.** The initial term of this Agreement is five (5) years commencing on the Commencement Date. The term shall renew automatically for four (4) additional five (5)-year renewal terms (each a "Renewal Term"), unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such Renewal Term. This Agreement may be renewed for one or more additional terms after the end of the fourth Renewal Term, upon written agreement of the parties. The parties agree that (i) Licensee has been occupying the Tower on the Site under the terms of the Jefferson County Public School System Agreement for Use of Tower Space dated July 15, 2008 ("Original Agreement"), (ii) the term of the Original Agreement expires on July 15, 2018, (iii) despite the expiration of the term of the Original Agreement on July 15, 2018, the Original Agreement shall continue in full force and effect as a holdover license arrangement until the Effective Date, (iv) all rent and other payments due and payable under the Original Agreement have been received by JCPS, and (v) this Agreement amends and restates the Original Agreement such that as of the Effective Date, the parties hereto shall be subject to the terms and conditions of this Agreement instead of the Original Agreement.

6. **TERMINATION BY JCPS.** In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on thirty (30) days prior written notice of termination without further liability if JCPS determines that the Communications Facility unreasonably interferes with any equipment of JCPS or any equipment of any other licensee that was located on the Site on the date of Licensee's original installation pursuant to the Original Agreement and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event shall be more than sixty (60) days) following receipt of written notice of interference. Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building, JCPS shall have the one-time right (because of such determination) to terminate this Agreement nine (9) months after written notice from JCPS to Licensee, and the prorated fee for the remainder of that year of the term shall be returned by JCPS to Licensee. However, if JCPS determines that there is an option to relocate the Structure on the same campus in a location acceptable to JCPS, Licensee may at its option relocate the Structure and all communications equipment in or on the Structure, whether owned by Licensee or JCPS or any other licensee in a manner and at such times acceptable to JCPS and such other licensees, at Licensee's sole expense, in which case this Agreement shall not be terminated but shall be amended to reflect such relocation.

7. **TERMINATION BY LICENSEE.** In addition to any other applicable rights or remedies hereunder or otherwise available, Licensee may terminate this Agreement on sixty (60) days prior written notice without further liability if (1) Licensee cannot obtain or loses through no fault of Licensee any permit, license or approval required for Licensee's use of the Site, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control

the Site, (3) any portion of the Site or the Communications Facility is damaged or destroyed through no fault of Licensee, or is condemned or transferred in lieu of condemnation; or (4) Licensee's ability to use the Site or the Communications Facility for its intended purpose is materially degraded because of technological reasons through no fault of Licensee. Notwithstanding anything to the contrary contained herein, Licensee may elect to terminate this Agreement at any time during the term upon payment to JCPS of a termination fee equal to (a) the amount of nine (9) months rent calculated based upon the Annual Fee or, (b) if less than nine (9) months remain in the then current term, an amount equal to the rent for the number of months remaining in the then current term.

8. PAYMENT OF INITIAL PAYMENT, RENEWAL PAYMENT AND ANNUAL FEE. The Initial Payment is due and payable within fifteen (15) days of the Commencement Date. The Renewal Payment is due and payable on the first day of each Renewal Term. The Annual Fee is due and payable within fifteen (15) days of the Commencement Date and on each anniversary of the Commencement Date. The Annual Fee shall be prorated for any fractional year. The Annual Fee is payable to JCPS at the address in Section 32.

9. INTEREST; LATE PAYMENTS. If any Initial Payment, any Renewal Payment or any Annual Fee is not paid within thirty (30) business days of when due, Licensee shall pay to JCPS a late fee of \$150, plus interest after the due date until paid at the current prime interest rate of PNC Bank.

10. APPROVED COMMUNICATIONS FACILITY. Licensee may use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and structures and, if applicable to the Site, an antenna support structure only for the Communications Facility specified on Exhibit A. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure. In such case, Licensee shall provide a detailed plan of the necessary equipment and ground space, including any necessary utility easements, and such equipment shall be included in the definition of Communications Facility. The plan for the use of such equipment and ground space shall be attached and incorporated herein as Exhibit B, shall be subject to approval by JCPS, which shall not be unreasonably withheld. To the extent any provision of this Agreement (including exhibits) conflicts with the plan for the use of such equipment and ground space attached and incorporated herein as Exhibit B, the provision of this Agreement shall control, and any reference to a "lease" and "lease area" in such plan shall be construed as a "license" and "license area".

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration, such approval not to be unreasonably withheld, conditioned or delayed.

All installation and alteration work shall be designed by a licensed structural engineer, performed at Licensee's expense in a good and workmanlike manner and in accordance with applicable building uses, and shall not adversely affect the structural integrity or maintenance of the Site or the Structure.

JCPS grants Licensee a non-exclusive right of vehicular and pedestrian access to the Site for the purposes stated above, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the reasonable discretion of Licensee.

11. **LIENS.** Licensee shall keep the Site and the Structure free from any liens arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee.

12. **POSSESSION.** Licensee (1) accepts the Site and the Structure AS IS, WHERE IS with all faults, for the purposes for which the same is licensed, and (2) waives any claims against JCPS in respect of defects in the Site or the Structure, unless expressly provided hereunder, or if resulting from the willful act or omission of JCPS, its employees, agents or contractors.

13. **UTILITIES.** Licensee may at its expense obtain electric, telephone and any other utility service that is necessary for the operation of the Communications Facility. Licensee shall arrange at its expense for the installation of a separate meter, main breaker or other equipment necessary for the delivery of any such utility service, and any utility easements, subject to JCPS' approval of the exact location(s).

14. **ACCESS.** Access to the Site for non-emergency visits for the purposes stated above shall be Monday through Saturday, 7 a.m. to 7 p.m. In an emergency, Licensee shall have immediate access to the Site at any time, after first giving telephone notice to the JCPS Fiscal Manager, Operations at (502) 485-3462 or his designee.

15. **TAXES AND OTHER CHARGES.** Licensee shall pay all taxes and other charges imposed by any federal, state or local authority attributable to the Communications Facility. Licensee shall not be responsible for any other taxes or charges attributable to the Site or the Structure.

16. **REQUIRED INSURANCE OF LICENSEE.** Licensee shall, during the term of this Agreement and at Licensee's expense, keep in force not less than the following insurance with reputable national insurers:

Property Insurance: coverage for fire, extended coverage, vandalism, and malicious mischief, for not less than 90% of the full replacement cost of the Communications Facility.

Commercial General Liability Insurance: operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, for not less than \$5,000,000 combined single limit per occurrence (bodily injury, personal injury and property damage liability). Licensee shall name JCPS as an additional insured on its Commercial General Liability Insurance.

Workers' Compensation and Employer's Liability Insurance to meet statutory requirements.

The coverage amounts set forth in this Section 16 may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

Certificates of insurance shall be delivered to JCPS no later than the Commencement Date. All policies shall require insurers to notify JCPS in writing not less than thirty (30) days before any cancellation or material change in coverage or limits.

17. **INDEMNIFICATION.** Licensee shall indemnify JCPS and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of:

[1] any occurrence in, upon or at the Site or the Structure caused by the act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers (collectively, "Agents"), unless caused by the negligence, willful act or omission of JCPS or its Agents; or

[2] any occurrence caused by the violation of any law, regulation or ordinance applicable to the use of or presence on the Site or the Structure of Licensee or its Agents.

18. **ASSIGNMENT BY LICENSEE.** Licensee may assign or sublicense this Agreement to any affiliate of Licensee; any partnership, venture or new corporation formed by Licensee; or any purchaser of substantially all of the assets of Licensee. For purposes of the foregoing provision, "affiliate" means any entity that wholly owns Licensee, any entity that is wholly owned by Licensee, or any entity that is wholly owned by either such entity. Any other assignment, sublicense or other transfer shall be void unless approved in writing by JCPS, such approval not to be unreasonably withheld, conditioned or delayed.

19. **REPAIRS - LICENSEE'S OBLIGATION.** Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility, the Structure and the Site. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required, then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee shall make such repairs within twenty four (24) hours after telephone notice to Licensee from the JCPS Fiscal Manager, Operations. If Licensee does not make such repairs within twenty four (24) hours after such telephone notice has been given, JCPS may make such repairs at Licensee's expense, plus overhead.

20. **REPAIRS - JCPS' OBLIGATION.** JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site and any improvements located thereon owned or controlled by JCPS in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility, the Site and the Structure that are the responsibility of Licensee under Section 19 of this Agreement.

21. **SURRENDER OF SITE.** Upon the termination of this Agreement for any cause, Licensee shall peacefully vacate the Site in good order and condition except for reasonable wear and tear resulting from Licensee's use of the Site. Licensee shall remove the Communications Facility, but the Structure and any improvements made by Licensee to the Structure shall remain the property of JCPS. Licensee shall repair any damage to the Site or the Structure caused by Licensee's use of the Site or the Structure (except for reasonable wear and tear) and Licensee will repair any damage caused by removal of the Communications Facility.

22. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events constitutes an "event of default" by Licensee: (1) if Licensee fails to pay any Initial Payment, any Renewal Payment or any Annual Fee or any other sum payable by Licensee within thirty (30) days following receipt of written notice from JCPS of the delinquency; (2) if the Site or the Structure is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed within thirty (30) days following receipt of written notice from JCPS of the existence of such lien; (3) if Licensee fails to perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) for thirty (30) days after written notice from JCPS, except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure; (4) if any petition is filed by or against Licensee, under the federal Bankruptcy Code or any similar law (and is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or any similar law; (5) if a receiver, custodian, or trustee is appointed for Licensee or for any of its assets and is not vacated within sixty (60) days; or (6) if Licensee becomes insolvent or makes a transfer in fraud of creditors.

If an event of default occurs, JCPS (without notice or demand except as expressly required above) may seek any remedy available to it at law or in equity, and JCPS may terminate this Agreement, in which event Licensee shall immediately surrender the Site to JCPS.

If JCPS is in breach of any representation, warranty or agreement in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, except such thirty (30) day cure period shall be extended as reasonably necessary to permit JCPS to complete the cure of such failure if JCPS continuously and diligently pursues completion of the cure of such failure, Licensee may upon thirty (30) days prior written notice to JCPS terminate this Agreement.

23. **QUIET ENJOYMENT.** JCPS covenants and warrants that Licensee shall have the use of the Site for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement.

24. **REPRESENTATIONS AND WARRANTIES.** JCPS warrants that JCPS owns fee simple title, or has a leasehold interest, or has a valid license, to the Site and has rights of access thereto.

Each party represents and warrants to the other that it has power and authority to make this Agreement, that the making and performance thereof shall not violate any laws or agreements under which such party is bound, that such party is a duly existing legal entity, and the party is qualified to do business in Kentucky.

25. ENVIRONMENTAL MATTERS

JCPS represents and warrants to Licensee that it has no knowledge of any Environmental Hazards on or affecting the Site. Licensee shall not bring to, transport across or dispose of any Environmental Hazards on the Site without JCPS' prior written approval, which approval shall not unreasonably be withheld, except Licensee may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry.

"Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. "Hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and regulations promulgated thereunder. "Pollutants" shall be as defined in the Clean Water Act, and regulations promulgated thereunder.

26. SUBORDINATION AGREEMENT. This Agreement is subject and subordinate to the lien of all mortgages and deeds of trust which may now exist or hereafter be placed on or against the Site or the interest therein of JCPS or the Jefferson County School District Finance Corporation, without the necessity of having further instruments executed by Licensee to effect such subordination.

27. ENTIRE AGREEMENT. This Agreement is the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter.

28. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

29. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and permitted assigns.

30. CAPTIONS. The captions of this Agreement are inserted for convenience only and are not to be construed as limiting the scope or intent of its provisions.

31. NO WAIVER. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of this Agreement shall waive or lessen any party's right to insist upon strict

performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

32. **NOTICE.** Any notice or demand under this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier (with written confirmation of delivery) to the address of other parties set forth below:

JCPS:

Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218
Attention: Tommy Knoy, Fiscal
Manager, Operations

Licensee:

Sprint Property Services
Cell Site # LV03XC007
KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020
Attention: Legal Counsel

with a copy to:

Sprint Law Department
KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn: Real Estate Attorney

Any such notice is deemed received one business day following deposit with a reliable overnight courier or five (5) business days following deposit in the mails as required above. JCPS or Licensee may designate any other address by written notice to the other.

33. **GOVERNING LAW.** This Agreement is governed by the laws of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

34. **NO LIENS.** The Communications Facility shall at all times be and remain the property of Licensee and shall not be subject to any lien or encumbrance created or suffered by JCPS. Licensee has the right to make such public filings as it deems necessary or desirable to evidence Licensee's ownership of the Communications Facility. JCPS waives all JCPS' or landlord's lien on any property of Licensee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of this Agreement, if the Communications Facility is not removed from the Site within sixty (60) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS' waiver of lien shall be voided, and JCPS shall have title to the remaining equipment.

35. **FORCE MAJEURE.** If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of

power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed, such party is excused from such performance of the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

36. MISCELLANEOUS. (a) Concurrently with the execution of this Agreement by Licensee, if requested by Licensee, JCPS shall execute and deliver to Licensee a recordable Memorandum of Agreement in a form acceptable to Licensee and JCPS, which Licensee may record at its own cost in the local real property records; (b) each party shall execute, within twenty (20) days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance. Within sixty (60) days of the termination or expiration of this Agreement (if a Memorandum of Agreement was recorded) Licensee shall execute and deliver to JCPS a recordable release of the Memorandum of Agreement in a form reasonably acceptable to JCPS, which JCPS may record at JCPS' own cost in the local real property records.

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IN TESTIMONY WHEREOF, witness the signatures on behalf of each of the parties to this Communications Facility Space License Agreement effective as of the Effective Date, as defined above.

“JCPS”:

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**

By: _____
Dr. Martin A. Pollio, Ed.D.

Title: Superintendent

Date: _____, 2018

“LICENSEE”:

SPRINT SPECTRUM L.P., a Delaware limited
partnership

By: _____ *Silvia J. Lin*

Name: _____ **Silvia J. Lin**
Manager, Real Estate

Title: _____

Date: _____ *8/6/2018*

EXHIBIT A

SITE DESIGNATION FORM

LICENSEE: Sprint Spectrum L.P.

DESCRIPTION OF THE (i) STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE AND (ii) SITE: (x) Tower located at Louisville Male High School site, 4409 Preston Hwy, Louisville, KY 40213 and (y) certain ground space beneath and surrounding such tower to be used by Licensee for placement and operation of Licensee's equipment and facilities, as described in the detailed plans attached hereto and incorporated herein as Exhibit B. Any changes to the plans for the use of such equipment, facilities and ground space shall be subject to approval by JCPS, which shall not be unreasonably withheld.

COMMUNICATIONS FACILITY PLACED IN OR ON THE STRUCTURE at approximately 85 feet:

- (3) KMW PANEL ANTENNAS 800MHz, 1900 MHz, 2500 MHz
- (3) RRUs 82 2500 MHz
- (6) RRUs 11 800 MHz
- (3) RRUs 31 1900 MHz
- (3) Hybrid cables
- (1) Fiber cable

INITIAL PAYMENT: \$2,500, due and payable within fifteen (15) days of the Commencement Date.

RENEWAL PAYMENT: \$2,500, due and payable on the first day of each Renewal Term

ANNUAL FEE: \$30,000 per year (subject to the escalations described below), due and payable within fifteen (15) days of the Commencement Date and on each anniversary of the Commencement Date. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect.

EXHIBIT B

EQUIPMENT AND GROUND SPACE PLAN

(attached hereto)

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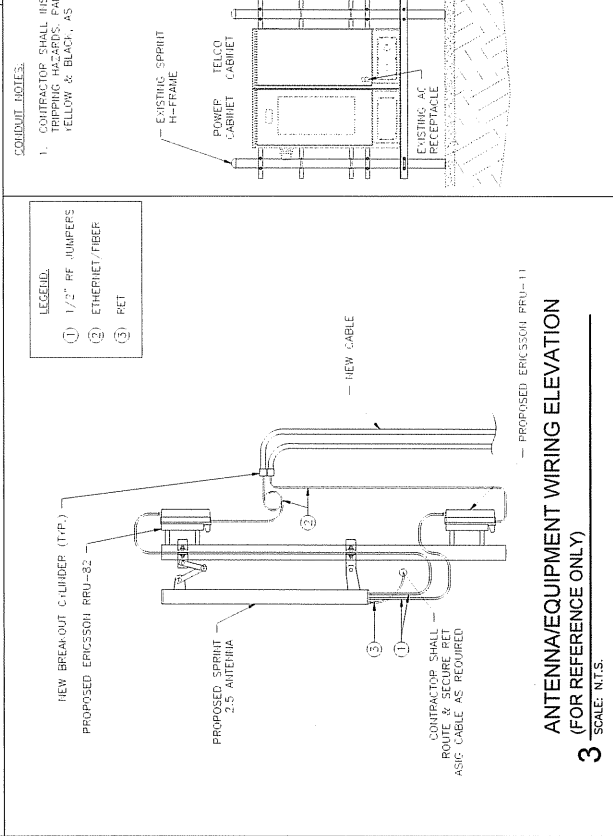
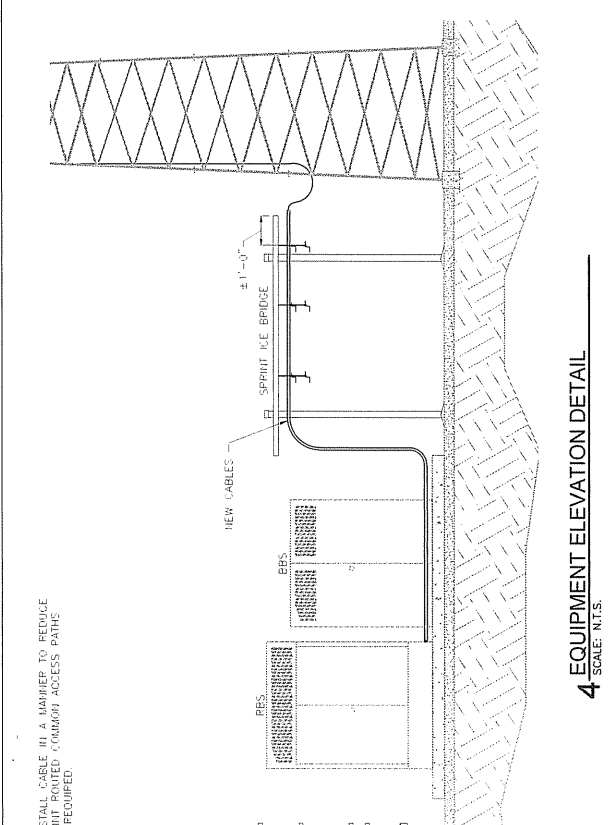


EXHIBIT C
SPECIFICATIONS

All towers or structures used by licensee will remain the property of the Jefferson County Public Schools and/or the Jefferson County School District Finance Corporation.

The Jefferson County Public Schools or the successful bidder (s) will provide the other party written notice of intention not to renew not less than 180 days prior to the expiration of the initial term or any renewal term.

There are approximately 150 tower or similar sites located on various properties owned or controlled by the Jefferson County Public Schools. Any strengthening of towers or structures to accommodate licensee's equipment is the responsibility of the licensee. The license agreement shall cover two different license situations; a tower or structure which can be used with no structural modifications and a tower which can be used with modifications including strengthening or adding a center pole.

There shall be no exclusivity of licenses. The Jefferson County Public Schools reserve the right to lease or license space on towers or other structures to other organizations/companies as long as their equipment does not interfere with licensee's or Jefferson County Public Schools equipment. The Jefferson County Public Schools agrees that no FAA transponders or AM radio transmitting equipment will be located on a tower or structure.

The Jefferson County Public Schools will require the successful licensee to file a Site Designation Form stating the location and what modifications will be made to the tower or structure (if any). The Jefferson County Public Schools reserve the right to accept or reject on a per site basis.

Licensee agrees to provide all costs of utilities to their equipment on the tower or structure. Licensee agrees to perform periodic inspection and maintenance of the tower or structure. In the event there is a multiple award on any one site, maintenance costs will be divided among the licensees on a pro rata basis.

Licensee agrees that there will be no interruption of service provided by Jefferson County Public Schools equipment on the tower or structure. Licensee agrees that there will be no interference with Jefferson County Public Schools or other equipment on the tower or structure.

Licensee shall secure all federal, state and local permits including, but not limited to, all special use permits and Kentucky Public Service Commission authorization, etc.

Licensee agrees to release Jefferson County Public Schools from any liability for any injuries suffered by licensee's maintenance personnel working on the tower or structure sites or for any injuries on Jefferson County Public Schools properties.

Licensee agrees to pay the Jefferson County Public Schools an initial fee and an annual license fee. The annual license fee shall be paid annually in advance.

Licensee will indemnify the Jefferson County Public Schools from any and all legal action taken as a result of this agreement. Licensee will have property insurance, Commercial General liability insurance and Workers' Compensation Insurance. Proof of insurance shall be provided by successful bidders (s).

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