

## LICENSE AGREEMENT

**THIS AGREEMENT** is entered into by and between the **City of Madison, Alabama**, a municipal corporation, with its principal place of business being located at 100 Hughes Road, Madison, Alabama (hereinafter “Licensor”) and **Southern Broadcasting, LLC** (hereinafter “Licensee”).

**WHEREAS**, Licensee has previously obtained FCC clearance for the provision of a low-wattage radio station and Licensee desires to use space on Licensor’s radio tower on Rainbow Mountain; and

**WHEREAS**, for the limited and restricted purposes hereinafter specified, Licensor, by and through its governing body, has determined that entry into this License Agreement under the specific terms set forth hereinbelow is mutually beneficial;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**A. Terms and Provisions of the License Agreement.**

The terms and provisions of this License Agreement shall be as follows:

1. Use. Licensor hereby grants to Licensee, its agents, and contractors a non-exclusive, revocable license to enter upon and use certain areas of Licensor’s property, to-wit: the City of Madison’s three-legged, free-standing telecommunications tower located atop Rainbow Mountain and the attendant Equipment Shelter, the specific licensed portions of each being subject to the direction and final approval of the I.T. Director, as well as the right of ingress and egress to and from each (hereinafter referred to collectively as the “Premises”). All access granted herein is being allowed for the limited, specific purpose of installing, maintaining, and operating the low power FM broadcast station permitted by the FCC in Exhibit A through the use of equipment contemplated in Exhibit B (collectively, these grants and conditions are hereinafter termed “License”).

Exhibits A and B referenced above are attached hereto and made a part hereof as if set out in full herein.

2. Term.
  - a. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the License Agreement comes into effect.
  - b. This License shall continue for three (3) years following final execution of this Agreement.
  - c. This License is revocable at will by the Licensor at any time.

3. Consideration. As total consideration for this License, Licensor accepts as adequate consideration for the License the sum of three hundred dollars (\$300.00) per month.
4. Conditions applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights-of-way with respect to the Premises, whether or not of record, and Licensee further acknowledges and accepts the following specific conditions:
  - a. Any use that may be made of the Premises, or any part of it, and the construction of any improvements or facilities thereon, or means of access thereto, must be coordinated with Licensor through the City of Madison I.T. Director or his designee (hereinafter “Director”) to ensure that such usage or improvements do not interfere with existing or planned uses of the Premises.
  - b. Licensee’s use pursuant to the License granted herein shall be confined to that smallest area of the Premises necessary for installation, maintenance, and operation.
  - c. Installation shall be done in the manner reviewed and approved by the FCC and shall not damage Licensor’s property, including, without limitation, existing telecommunications systems. The Director shall have the right to inspect the installation at any time and to order remediation by Licensee where he determines that Licensor’s property has been damaged by the installation, maintenance, or operation of Licensee’s radio station.
  - d. Changes to the equipment proposed by the Licensee, including alternative or additional points of installation, shall also be subject to the approval process contained in Section 4 (a).
  - e. Any improvements on the Premises, including any means of access, shall be provided or constructed by Licensee without any cost whatsoever to the Licensor. Any improvements made to the Premises shall be done in a manner that will ensure Licensee’s ability to fully comply with all provisions of this Agreement and shall be done only after review by and approval of the Director.
  - f. The Director may, at any time, require the Licensee, at its sole cost and expense, to eliminate or modify a component of the installed equipment if it is determined, in the opinion of the I.T. Director, to pose a communications hazard or threat to public safety by its continued operation.
  - g. Licensee shall be required, at its sole cost and expense, to maintain its equipment in a safe and functional manner. Damaged equipment shall be replaced by the Licensee as soon as possible, subject to any valid contractual restrictions placed on Licensee by an agreement between Licensee and the equipment manufacturer.



10. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.
11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

**Licensor:**

I.T. Director  
City of Madison  
100 Hughes Road  
Madison, Alabama 35758

**Licensee:**

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12. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents, and employees from and against any claims, damages, costs, expenses, or liabilities arising out of or in any way connected with this License including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons to the extent that such claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees, or employees. Nothing in this paragraph shall be construed as a waiver of any immunity of statutory protection of the Licensor and no third party may expand any recovery against the Licensor due to the Licensee's duty of indemnification. This paragraph shall survive the expiration, revocation, or termination of this License.

13. Insurance.

- a. Licensee shall obtain a policy of general liability insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate for bodily injury, property damage, and personal injury. The cost of such coverage shall be borne solely by Licensee and shall be procured and maintained at no expense to the Licensor. Such coverage shall be maintained by Licensee for the life of this Agreement and any lapse in coverage shall result in immediate termination of this License, any other termination provisions contained herein notwithstanding. Said general liability insurance policy must (i) be written on a Commercial Form; (ii) include Premises/Operations, Independent Contractors, and Products/Completed Operations coverage; (iii) include broad-form contractual liability coverage, and (iv) include Licensor as additional insured, but only with respect to liability

arising from the performance of any activities associated with the uses permitted under the terms of this License. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama with an A.M. Best's rating of no less than "A" or shall be approved by the City Attorney of the City of Madison prior to the Licensee entering upon the Premises.

- b. Licensee shall also maintain a policy of fire and property insurance in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures, and other personal property located on or in the Premises, including any improvements hereinafter constructed or installed. Such policy shall name Licensor as additional insured.
  - c. Licensee shall maintain such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensor and Licensee against other insurable risks relating to performance hereunder.
  - d. The coverage required herein shall not limit the liability of Licensee.
  - e. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days' advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverage.
  - f. All coverage amounts set forth in this section shall be increased as necessary to maintain coverage at a level comparable to the coverage required on the date of execution in order to take account of the effects of inflation or any increase in risk.
14. Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.
15. Lien-Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other Property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this License Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year written below.

**LICENSOR**

**City of Madison, Alabama,  
a municipal corporation,**

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, and Lisa Thomas, whose name as City Clerk of the City of Madison, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Madison and City Clerk of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public

**LICENSEE**

**Southern Broadcasting, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of FRC of Alabama, LLC, is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public