



STREAMING WEBCAM AGREEMENT

THIS CONTRACT (herein referred to as the "Agreement") is executed by and between the City of Rochelle, an Illinois municipal corporation, the real property Owner/Operator (herein referred to as the "OP"), whose address is 420 North 6th Street, Rochelle, in the state of Illinois and Virtual Railfan, Inc., a Florida corporation (herein referred to as "VRF"), whose address is 531 Glenbrook Circle, Rockledge, Florida 32955.

The webcam real property location address for this Agreement is 124 N. 9th Street, Rochelle in the state of Illinois (herein referred to as "SITE").

R E C I T A L S :

WHEREAS, VRF owns or operates live streaming webcams at various locations throughout the United States utilized to stream a live video feed of railroad train activities onto the World Wide Web (WWW) via the Internet;

WHEREAS, VRF seeks additional locations which are near to railroad train activity on which to install and operate live streaming webcams;

WHEREAS, OP has a location which is on or near to railroad tracks which have an unobstructed view of railroad train activities;

WHEREAS, VRF desires to install or operate a live streaming webcam on OP's SITE solely for streaming, onto the World Wide Web, a live feed of railroad train activity by or over OP's SITE;

WHEREAS, OP is willing to allow VRF to install or operate a live streaming webcam on OP's SITE to stream live video of railroad train activity near or over OP's SITE;

NOW, THEREFORE, VRF and OP agree to the following terms and conditions of this Agreement.

ARTICLE I

Equipment Declaration

1. **The Equipment**. The live streaming webcam apparatus which VRF may install shall include, but not be limited to, one or more Axis live streaming webcam(s), a PoE (Power over Ethernet) midspan, external microphone(s), router/switcher, and necessary cables and wiring (herein referred to as the "Equipment").

2. **Equipment Purpose**. The Equipment installed on the OP's SITE shall transmit a live video stream(s) of railroad train activity over the WWW via the Internet (herein referred to as the "Equipment's Video").

3. **VRF's Equipment**. The parties agree and acknowledge that the Equipment owned by VRF and installed on the SITE is and shall remain VRF's property. VRF shall have the right to enter unto the SITE to recover VRF's Equipment upon the termination of this Agreement. VRF shall remove VRF's Equipment at VRF's sole expense. OP shall not prevent VRF from entering onto the SITE to remove and recover VRF's Equipment. VRF's Equipment shall be deemed non-fixtures regardless of how Equipment is attached to OP's SITE. OP also agrees that VRF shall have the right during the term of this Agreement to enter onto the SITE to repair, inspect and upgrade VRF's Equipment as reasonably necessary and upon no less than twenty-four (24) hours prior notice to OP.

ARTICLE II

OP's Responsibilities

1. **OP Grants Right to VRF to Operate and Enter onto SITE**. OP grants VRF the right to keep and operate a total of _____ live streaming webcam(s) and related Equipment on OP's SITE (as defined herein), during the term of this Agreement, to transmit a live video stream of railroad train activity on or near the SITE, onto the WWW via the Internet.

OP also agrees to allow VRF to enter onto OP's SITE to install live streaming webcam(s) and related Equipment on OP's SITE. These live streaming webcam(s) shall be used solely for streaming a live video of railroad train activity occurring on or near the SITE onto the WWW via the Internet.

OP and VRF mutually agree where the live streaming webcams(s) and related Equipment shall be installed on the SITE as specified in the attached Exhibit "A." OP understands the importance of choosing the location(s) that shall provide the best view of the railroad train activity sought by VRF.

2. OP to Provide Adequate Facilities. OP agrees to provide VRF with the following:

(a) a suitable, secure location for the installation of the live streaming webcams(s);

(b) an environmentally stable, properly ventilated, and reasonably secure indoor space for the installation of Internet and related Equipment;

(c) an electrical connection for the live streaming webcams(s) and associated Internet and related Equipment.

3. OP to Provide Electric Service. OP shall provide, at OP's own cost, electricity to power all live streaming webcams, Internet apparatus, and related Equipment per Exhibit "A."

4. Security of Equipment. OP shall attempt to ensure the live streaming webcams(s) are not damaged or destroyed. OP shall immediately report any Equipment damage to VRF.

5. Access on SITE for Repairs. OP grants to VRF access to enter the SITE, as reasonably necessary and upon no less than twenty-four (24) hours prior notice to OP, for the purpose(s) of replacing, updating, or performing repairs and maintenance on live streaming webcams(s) and other Equipment.

6. Exclusivity. During the term of this Agreement, OP shall not allow any other individual or entity to install a live streaming webcam on the SITE for recording or transmitting images of railroad trains and similar activities.

ARTICLE III

Equipment Installation and Removal

1. Equipment Installation.

(a) OP VRF OTHER (check one) shall provide Equipment.

(b) OP VRF OTHER (check one) shall install Equipment on OP's SITE.

(c) OP VRF OTHER (check one) shall pay for Equipment installation.

2. Equipment Repair. OP VRF OTHER (check one) shall be solely responsible for the repair and maintenance of the Equipment.

3. Equipment Internet Service. Internet service with Internet connectivity is required at no less than 10 Mbps upload speed. OP VRF OTHER (check one) shall procure the Internet Service.

(a) OP VRF OTHER (check one)

shall pay _____ percent of the monthly Internet service cost, as stated in Exhibit "A."

(b) OP VRF OTHER (check one)

shall pay _____ percent of the monthly Internet service cost, as stated in Exhibit "A."

(c) OP VRF OTHER (check one)

shall pay _____ percent of the monthly Internet service cost, as stated in Exhibit "A."

ARTICLE IV

Video Streams

1. **Ownership of Live Video Stream and Images.** OP understands and agrees that VRF shall be the sole and exclusive owner of all of the Equipment's Video and images produced by the Equipment, including all copyrights and other intellectual property rights associated with such video and images unless specified in Exhibit "A."

2. **Operation and Broadcast of Live Video Stream.** VRF shall be solely responsible for the cost of streaming the video produced by the Equipment onto the WWW via the Internet. VRF shall broadcast, at VRF's sole cost, the Equipment's Video via VRF's servers onto YouTube and other broadcasting platforms as VRF deems appropriate. A single live stream of the Equipment's Video captured at the SITE x **SHALL** **SHALL NOT** (check one) be provided to the OP and, if provided, shall be specified in Exhibit "A."

ARTICLE V

Consideration

1. **Consideration for the Use of OP's SITE.** VRF shall not pay OP any money for the use of OP's SITE herein, but instead shall compensate OP by providing support, subject to the terms of Article III hereinabove, provide advertising as specified in Section 2 after this and additional advertising according to the terms of Section 3 after this. VRF shall provide no additional consideration to OP for the use of OP's SITE except as provided herein.

ARTICLE V

Consideration

(continued)

2. **Advertising.** As additional consideration to the OP,

xVRF SHALL **VRF SHALL NOT** (check one) provide the following:

(a) a banner advertisement developed by VRF for OP and displayed on VRF's primary WWW website as specified in Exhibit "A";

(b) provide a single live stream of Equipment's Video to OP's website as specified in Exhibit "A"; and

(c) place an acknowledgment that OP is the host of the Equipment's Video on VRF's primary website and in any of Equipment's Video streamed on YouTube as specified in Exhibit "A."

3. **Additional Advertising.** VRF agrees to allow the OP to advertise OP's business interests, at VRF's sole discretion, on VRF's Equipment's Video in consideration for OP paying VRF ten dollars per **MONTH** per x **YEAR** **N/A** (check one). The terms and conditions concerning OP advertising, such as the period of advertising, payment due dates, etc., are specified in the attached Exhibit "A." If OP fails to timely pay VRF (within five business days from the date payment is due) for the advertising, then VRF shall remove OP's advertising from VRF Equipment's Video. All other provisions of this Agreement shall remain intact.

ARTICLE VI

Term

1. **Term.** This Agreement shall commence on the date signed, and it shall continue for **one** (1) year (herein referred to as the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive **one** (1) year terms on the same terms and conditions specified herein and referred to as the "Renewal Term."

ARTICLE VII

Indemnification and Insurance

1. Mutual Indemnification. Both parties herein agree to indemnify and hold harmless the other party and its parent, subsidiaries, officers, employees, and agents from any damages, injury, loss, death, liability, claim, and expenses (including all legal fees and court costs) from any claims, allegations, assertions lawsuits brought by any party arising from each parties failure to perform its obligation and responsibilities under this Agreement.

2. Insurance. VRF and OP shall maintain a comprehensive general liability insurance policy, including personal injury and general property damage liability insurance, during the entire term of this Agreement.

ARTICLE VIII

Miscellaneous

1. Entire Agreement. This Agreement contains the entire understanding of the parties hereto concerning the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein.

2. Amendment. This Agreement and any of the terms, covenants, representations, warranties, or conditions hereof are amended, modified, superseded, or canceled only by a written instrument executed by each of the parties hereto.

3. Severability. If any clause or provision herein contained operates or would operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be deemed severed and not a part hereof, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

4. Recitals. The above recitals are considered a part of this Agreement.

5. Assignment. Neither party shall assign, transfer, or encumber their rights and obligations under this Agreement without the prior written consent of the other party.

6. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. The parties agree that the venue shall be in Ogle County, Illinois, concerning all legal or other disputes involving the enforcement or interpretation of this Agreement.

7. No Partnership, Joint Venture, etc. The parties agree that this Agreement does not constitute a partnership, joint venture, or any other similar arrangement.

8. Attorney Fees. In any legal action or proceeding between the parties hereto to enforce any provision of this Agreement, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred therein by the successful party.

9. Binding Effect. This Agreement and all the terms, conditions, covenants, representations, and warranties hereunder shall be binding upon and inure to benefit the parties, their heirs, and successors.

10. Confidentially. Subject to the requirements under the Illinois Open Meetings Act and the Illinois Freedom of Information Act, both parties agree to keep confidential every term and condition of this Agreement and not to disclose terms and conditions to any third party other than one of its employees or shareholders or as may be required by law or court order.

11. Contract Ownership. VRF is the sole owner of this contract language, and no one may use this language in any form without the expressed written consent of VRF.

12. Signage. VRF shall be required to pay for and post signage at the entrance(s) to the rail park and at the point of the recording indicating that the equipment records and transmits both video and audio recordings.

The parties hereto have executed this Agreement as of the effective date set below.

For the OP: _____

Date: _____

By: _____

Name: _____

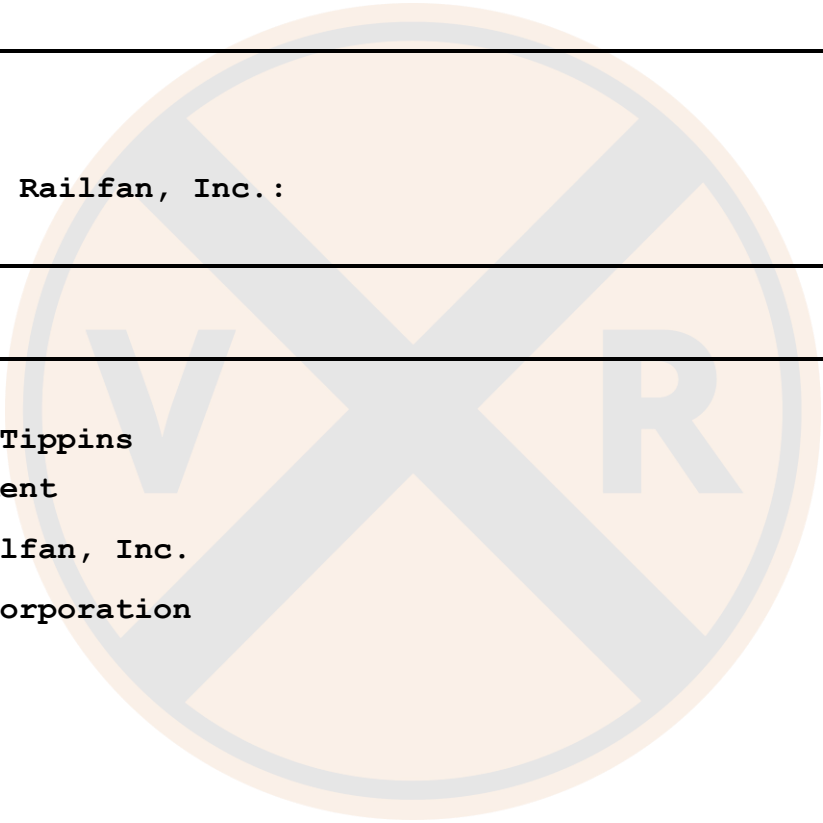
Title: _____

For Virtual Railfan, Inc.:

Date: _____

By: _____

Michael N. Tippins
Vice President
Virtual Railfan, Inc.
A Florida Corporation



STREAMING WEBCAM AGREEMENT EXHIBIT "A"

1. Specific Location(s) of Equipment.

2. Live Stream Provided to OP.

3. Additional Advertising. The parties terms and conditions concerning providing the OP additional advertising including the period of advertising, payment due dates, etc., are specified as follows:

4. Additional Notes.