

**AGREEMENT FOR USE OF PROPERTY BETWEEN
VILLAGE (CITY) OF _____ AND
SOUTHLAND PUBLIC SAFETY COMMUNICATIONS**

I. GENERAL TERMS

A. This Agreement is made between the Village (City) of _____, located at _____, Illinois (hereinafter "Municipality") and Southland Public Safety Communications, located at 3700 West 183rd Street, Hazel Crest, Illinois 60429 (hereinafter "Southland").

B. This Agreement shall commence on _____ and shall be in effect for one (1) year thereafter. The Agreement shall be automatically renewed at the end of the initial term on a year-to-year basis unless either party provides ninety (90) days written notice to the other party of their intent to terminate the Agreement.

II. USE OF THE PROPERTY

A. Southland will have the right to maintain all equipment as detailed on attached addendum and install or update equipment as necessary on the water tower, building or other public structure located at _____. Said equipment is to be utilized by Southland for facilitating a public safety response and the provision of such service to the community will serve as consideration to the Municipality. Southland for its Police and Fire operations shall have twenty-four (24) hour a day access to the water tower, building or other public structure and _____ (insert any other spatial requirements, i.e. cabinets, etc.). Southland shall have access to a communication provider network interface.

B. Each party to this Agreement will bear their own costs associated with the use of the water tower, building or other public structure by Southland.

C. Each party will be responsible for all utility costs associated with the use of the water tower, building or other public structure.

III. MAINTENANCE

A. From time to time, said Municipality may choose to paint or do other maintenance on the water tower, building or other public structure itself. If said maintenance process requires the removal of any or all of the Southland equipment, the Municipality shall bear the full costs of said removal. Southland shall maintain sole discretion to elect the contractors to perform the removal and replacement work on its equipment.

B. Any maintenance, service, replacement or repair done to the Southland equipment that is initiated by Southland and that is not a result of the Municipality's maintenance to or painting of the water tower, building or other public structure shall be borne by Southland.

C. The cost of any repair or replacement of the Southland equipment as a result of damage from an act of nature shall be borne solely by Southland. The cost of any repair to the water tower, building or other public structure as a result of damage from an act of nature shall be borne solely by the Municipality.

D. Southland shall have twenty-four (24) hour access to the water tower, building or other public structure and its equipment to maintain, service, replace, or repair its equipment.

E. Southland shall operate and perform maintenance on its equipment on Municipality's facilities in such a manner that will not cause interference to the Municipality; and other lessees whose leases proceed the date of this agreement, and any of their operations.

F. Southland will comply with all Federal Communication Commission (FCC) license and tower requirements.

IV. TERMINATION OF AGREEMENT

A. This Agreement may be terminated without further liability on ninety (90) days written notice as follows:

1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default.
2. By the Municipality if Southland fails to meet the requirements set forth in this Agreement.
3. By Southland or by the Municipality, for any reason or no reason provided ninety (90) days written notice is provided.

B. Within sixty (60) days of the date of termination of this Agreement, Southland will, at their expense, remove all equipment and attachments from the Municipality property and return the property to the condition that existed at the time Southland placed their equipment on the Municipality's property.

V. WAIVER OF SUBROGATION

A. The Municipality and Southland release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the property caused by, or that resulted from, risks insured under any insurance policies carried by the parties and in force at the time of any such damage. Both parties shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required in paragraph VI.

VI. INSURANCE

A. Southland, at their sole expense, shall procure and maintain on the Municipality property bodily injury and property damage insurance with a combined single limit of at least \$1,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Southland arising out of or in connection with Southland's use of the Municipality water tower, building or other public structure.

VII. LIABILITY AND INDEMNITY

A. Southland shall indemnify and hold the Municipality harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Southland or their agents or employees in or about the leased property.

B. The Municipality shall indemnify and hold Southland harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of the Municipality or its agents, employees, contractors or other tenants occurring in or about the leased property.

C. Nothing in Sections V, VI, or VII of this Agreement shall in any way abrogate or nullify any immunity provisions available to Southland or Municipality under the terms of Illinois law.

VIII. MISCELLANEOUS

A. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all offers, negotiations and other Agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

B. 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, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

D. Any notice or demand required to give herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Municipality:

Southland: Southland Public Safety Communications
3700 W. 183rd Street
Hazel Crest, IL 60429
ATTN: Executive Director

E. The laws of the State of Illinois shall govern this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE(CITY) OF _____ SOUTHLAND PUBLIC SAFETY COMMUNICATIONS

By: _____ By: _____

Date: _____ Date: _____