

## CAMERA HOSTING AGREEMENT

This CAMERA HOSTING AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Nexstar Media Inc., d/b/a WATE-TV, located at 1306 Broadway NE, Knoxville TN 37917 (“User”) and The City of Crossville, located at 392 N Main St., Crossville TN 38555 (“Owner”). User and Owner may be referred to herein individually as a “party” or collectively as the “parties.”

WHEREAS, Owner is the owner of the property located at 392 N Main St., Crossville TN 38555 (“Building”);

WHEREAS, User desires to lease space on the roof of the Building and in an adjacent server closet (collectively, the “Premises”) in order to install and operate a camera and related equipment for recording and broadcasting images and videos;

WHEREAS, Owner desires to lease the Premises to User subject to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease. Owner hereby grants and User accepts a lease of the Premises for the installation, operation, and maintenance of User’s equipment as described in the attached Exhibit A, as may be amended from time-to-time, and all related equipment (collectively, the “Equipment”) for the duration of the Term (as defined below).
2. Installation and Maintenance. Owner grants User and its employees, contractors, subcontractors, and agents non-exclusive access to the Premises and adjacent properties (if any) owned or leased by Owner throughout the Term. This includes access to any and all roads, buildings, rooms, outlets, cables, wires, conduits, and other spaces reasonably required or requested by User for the installation, maintenance, and operation of the Equipment. Without limiting the foregoing, Owner permits User to install the Equipment between April 14, 2021 and May 14 2021. User shall have the right to access and use the Premises during all normal business hours, with the right of ingress and egress, provided that User shall notify Owner twenty-four (24) hours in advance of entry, emergencies excepted. User shall not materially interfere with Owner’s use of the Premises. In an emergency, User shall contact Owner at \_\_\_\_\_ and Owner shall provide User with immediate access to the Premises. Prior to initial installation or non-routine maintenance of, or substantial modifications to, the Equipment, User shall provide Owner with a work order, statement of work, or construction plans (if any), at least twenty-four (24) hours prior to such work for Owner’s review and consent. User shall have the right to change the location of the Equipment with the consent of the Owner. Under no circumstances shall Owner’s consent or permission pursuant to this section be unreasonably withheld,

conditioned, or delayed. Owner acknowledges that installation may involve multiple small roof or ceiling penetrations.

3. Ownership and Control. User shall control and operate the Equipment in its sole discretion. The Equipment and all footage shall remain the exclusive property of User at all times. Except as otherwise provided herein, User has the exclusive right to record, publish, distribute, license, resell, provide, or otherwise use the footage, including the right to sublicense the footage to Nexstar, Inc., the parent company of WATE-TV. Owner agrees not to assert any claim or ownership interest in the Equipment or the footage, or provide access to the footage to any other third party.

4. Sponsorship and Fees.

(a) Owner hereby grants User a non-exclusive, non-transferable, worldwide, royalty-free license to use Owner's name and trademarks in its broadcasts. If applicable, User shall be permitted to state in its broadcasts that the footage has been "sponsored by," or "paid for by" Owner, and use any other similar language as User deems appropriate or required by law. Upon request, Owner shall provide any and all information required for User to comply with any sponsorship identification laws and regulations. Owner acknowledges that User's broadcasts may be subject to pre-emptions, schedule changes, and minor blackouts in User's sole discretion, and Owner agrees that User shall not be required to provide make goods or an abatement of the sponsorship fee in such circumstances or in the event of a force majeure event.

(b) Owner shall not be required to pay a sponsorship fee to User.

5. Utilities. Owner shall be solely responsible for extending electricity, Internet, and all other utilities as may be necessary for the operation of the Equipment, and for the payment of all charges for such utilities including all connection charges, service charges, security deposits, and late fees. Service shall be maintained by Owner throughout the Term.

6. Quiet Enjoyment. Provided User is not in breach of this Agreement, neither Owner nor its employees, contractors, agents or lessees shall modify, disturb or otherwise interfere with the Equipment without User's consent, which shall not be unreasonably withheld. User shall peacefully and quietly enjoy the Premises free from interference. Owner shall will comply with any and all local, state, and federal laws regarding the condition or maintenance of the Building, and that the Premises shall be in state of good repair throughout the Term. Owner shall notify User immediately of any hazardous materials or dangerous conditions on the Premises.

7. Term. The term of this Agreement shall commence on May 11th 2021 and remain in effect for a period of two (2) years ("Term"). After the Term, this Agreement shall continue on a month-to-month basis, with either party having the right to terminate upon providing 60 day prior written notice to the other. This Agreement shall automatically renew at the end of the two

year Term unless either party provides the other with notice of its intention not to renew at least thirty (30) days prior to the end of the Term.

8. Termination. Either party may terminate this Agreement upon the material breach of this Agreement by the other party, following 30 days' notice thereof and chance to cure therein, provided, however, that if such breach is not capable of being cured within 30 days, but the breaching party is utilizing its best efforts to cure such breach, then such cure period shall be extended for another 30 days, for a total of 60 days. Upon termination, User shall remove the Equipment and return the Premises to its previous condition except for reasonable wear and tear.

9. Insurance. Each party, at its own expense, shall provide and maintain for the benefit of the other party and itself, liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage with the other party named as additional insured throughout the Term. Each party shall maintain the insurance coverage required hereunder with a company rated at least A- by A.M. Best. Each party or its insurance agent or insurance company must forward evidence of the aforementioned insurance coverage to the other, immediately upon the execution of this Agreement and on or before the execution date in ensuing years. Each party or its insurance agency or insurance company shall notify the other at least thirty (30) days prior to any cancellation of the aforementioned insurance coverage.

10. Indemnification. Each party ("Indemnifying Party") shall indemnify and hold the other and its parent companies, subsidiaries, officers, directors, employees, contractors, and agents (collectively, the "Indemnified Party") harmless from any and all claims, liability, damages, judgments, fines, costs and expenses (including reasonable attorney's fees and court costs) arising out of the Indemnifying Party's (1) negligence or gross misconduct; (2) violation of any local, state, or federal law or regulation, including any housing or building code with respect to the Building; or (3) material breach of this Agreement.

11. Notices. Notices required to be given hereunder shall be given in writing and delivered in person, sent via certified or registered U.S. mail, return receipt requested, or delivered by a nationally-recognized courier service, properly addressed and stamped with the required postage, to the applicable party at its address specified below and shall be deemed effective upon delivery when delivered in person or by courier. Either party may from time to time change the person to receive notices or its address by giving the other party notice of the change in accordance with this paragraph.

To Owner: Valarie Hale, City Clerk  
392 N Main Street  
Crossville, TN 38555

To User: Nexstar Media Inc. d/b/a WATE-TV  
1306 Broadway NE  
Knoxville TN 37917

Attention: Operations Manager

With a copy to:

Nexstar Media Inc.  
545 E. John Carpenter Freeway, Suite 700  
Irving, TX 75062  
Attention: General Counsel

12. Independent Contractor. The parties are independent contractors and at no time will the relationship of the parties herein be deemed or intended to constitute an employer-employee relationship, or a relationship with the characteristics of an agency, partnership, joint venture, or of a collaboration for the purposes of sharing any profits or ownership in common. Neither party shall have the right, power, or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely responsible for its own respective liabilities and debts in all respects.

13. Assignment. Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm, or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that either party may, on notice to the other, assign this Agreement to a subsidiary or to any party that acquires or succeeds to all or substantially all of such party's business or assets. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.

14. Entire Agreement, Amendment, Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision or breach of this Agreement, whether or not similar, unless otherwise expressly provided.

15. Headings. The headings used in this Agreement are inserted for convenience only and are not intended to be a part of the agreement. Such headings should not affect or be used in the construction or interpretation of this Agreement.

16. Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

17. Governing Law. This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising at law or in equity, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the foregoing, shall be governed by the laws of the State of Tennessee without giving effect to the choice of law provisions thereof.

18. Counterparts. This Agreement may be executed in counterparts, and by facsimile or pdf signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19. Neutral Construction. User and Owner agree that this Agreement was negotiated at arms-length and that the final terms hereof are the product of the parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by User and Owner, and the provisions hereof should not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

Nexstar Inc.

Owner

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

Name:

Name: James Mayberry

Title: VP & General Manager of WATE-TV

Title: Mayor

## Exhibit A – List of Equipment

WeatherVision Pro 2 PTZ camera system

Computer

Camera

Power protector

Camera mount