

## ROOF LICENSE AGREEMENT

This License Agreement made on \_\_\_\_\_, by and between George Mason University Instructional Foundation, Inc., a non-stock Virginia Corporation, (hereinafter the "Licensee"), trading as The Capitol Connection, and \_\_\_\_\_, as the owner or agent for the owner (hereinafter the "Owner") of the building located at \_\_\_\_\_.

### RECITALS:

1. The Licensee is a nonprofit corporation organized for the purpose of supporting the educational and cultural activities of George Mason University. The Licensee will undertake to broadcast the proceedings of the Congress of the United States, as well as to broadcast other programs that accord with the educational mission of George Mason University.
2. The Foundation has various contractual Agreements in place that allow it to transmit or retransmit C-SPAN, C-SPAN2, C-SPAN3, CNN, CNBC, MSNBC, FOX News and Bloomberg TV for use in private or government offices. Some, but not all, of these program services can also be displayed in public spaces.
3. The Licensee has obtained permission from the Federal Communications Commission (FCC) to transmit the proceedings of its open meetings. The Licensee has also obtained permission from the Federal Energy Regulatory Commission (FERC) to transmit the proceedings of its open meetings. The Federal Communications Commission has licensed the Licensee to transmit all of these proceedings and program services.
4. The Licensee will contract with one or more service partners to obtain the necessary approvals to install and maintain the equipment necessary for the service to be provided herein.
5. The Owner desires the installation of the Licensee's equipment in the building as described above to enable tenants in the building to receive the television programs of the Licensee upon the terms set out below.

NOW, THEREFORE, for and in consideration of the premises and the covenants herein contained, the parties agree as follows:

### PREMISES AND RIGHTS

1. The Owner hereby grants to the Licensee, upon and subject to the terms and conditions of this license, a license to use certain rooftop space (hereinafter the "Premises") for the location of television receiving equipment and antennae.
2. The Licensee shall have the right to install, maintain and use receiving equipment and antennae at the Premises. Licensee shall provide tenants of the building with the amenity of business television programming.

## EQUIPMENT AND INSTALLATION

3. The Licensee or its contractor agrees to install for the Owner receiving equipment at the Premises. The equipment shall include a receiving antenna, downconverter, power supply, mast and associated hardware (hereinafter the "Equipment").

4. The Licensee has the right to install a cable distribution system from the Equipment of the Licensee to the offices of tenant(s) in the building desiring the Licensee's television programs. If the building has an existing distribution system, the Licensee at its option may connect its Equipment to the existing distribution system.

5. All costs of Equipment, materials, labor and installation, of whatever nature, will be borne by the tenant(s) in the building and the Licensee. The Owner is not responsible for any Equipment or installation costs of whatever nature.

6. The Equipment installed by the Licensee with the exception of the mast, shall be and remain the property of the Licensee. The Licensee agrees to maintain the Equipment in good working order at all times at no cost to the Owner.

7. The Licensee shall install the Equipment and the cable distribution system in the manner and to the extent necessary or appropriate to enable the Licensee to provide the television services herein provided for. The Equipment shall be installed in accordance with good engineering practices and shall conform to normal television service installations.

8. The Licensee shall use its best efforts to install all of its Equipment in a manner so as to be reasonably inaccessible to unauthorized persons and to pose no hazard to life, safety or property with respect to persons and property on or about the Premises.

## UTILITIES

9. Electric power to operate the Equipment of the Licensee at the Premises shall be furnished by the Owner. The Equipment shall not draw more than 15 watts of power, and the power supplied shall be at 110 volts and supplied by one circuit. The Owner shall not be required to supply emergency power in the extent of failure of the commercial power source. The Owner shall not be required to furnish heat, air conditioning or ventilation to the Premises. The Owner shall not be liable to the Licensee for damage caused by failure of electric power or any other utility at the building of which the Premises are a part.

## INSURANCE

10. The Licensee is self-insured with respect to replacement of its Equipment and shall carry at its own expense, Commercial General Liability insurance with \$1,000,000 per occurrence and a \$2,000,000 general aggregate on a per location basis, and \$4,000,000 excess/umbrella coverage. The Licensee shall provide the Owner with a certificate of insurance certifying coverage. Owner shall provide the certificate holder's name, address and relationship of any additional insured. Installation and maintenance of Licensee's Equipment is performed by its Service Partner, and Licensee's employees will not install or service the Equipment. Licensee shall request that its Service Partner provide a certificate of insurance to include workers' compensation and employer's liability. The Owner shall not be required to maintain any insurance on any equipment owned by the Licensee located on the Premises.

## ACCESS TO PREMISES

11. The Licensee shall have access to the Premises at all times in order to maintain and repair its Equipment; but installation other than on an emergency basis, shall be undertaken only on Mondays through Fridays, excluding holidays, between the hours of 8:00 a.m. and 6:00 p.m. The Licensee shall restrict access to the Premises and the building of which the Premises are a part to properly authorized and technically qualified personnel.

12. The Owner shall have the right to enter upon the Premises at all hours for the purpose of making repairs to maintaining its buildings, but may not move, alter, interfere with or otherwise handle of the Licensee's Equipment, except in an emergency situation, without giving advance written notice to The Licensee and procuring the Licensee's prior written authorization.

## DURATION

13. This Agreement shall be in effect for an initial period of one year from the date hereof. This Agreement will automatically renew for periods of one year each.

## TERMINATION

14. The parties acknowledge that the furnishing of television service hereunder is subject to regulation by the FCC, and may in the future be subject to regulation by the governmental bodies of competent jurisdiction under federal, state or local law. Accordingly, if at any time during the term of this Agreement, such regulation by the FCC or any other governmental body shall nullify, modify or make unenforceable by the Licensee any provision of this Agreement and the Licensee in good faith then determines the continuation of the Agreement is not in the reasonable best interests of the Licensee, then the Licensee may, at its option, exercisable on sixty (60) day's prior written notice to the Owner, terminate this Agreement without compensation or liability to the Owner

15. The Owner, at its option, exercisable on sixty (60) day's prior written notice to the Licensee, may terminate this Agreement without compensation or liability to the Licensee.

## EQUIPMENT REMOVAL

16. In the event of termination of this Agreement by either party, the Licensee shall recover its Equipment from the Premises. The Owner shall cooperate fully in such recovery. The Licensee shall be solely responsible for the cost and expenses of removing its Equipment and shall, at its own sole cost and expense, restore the premises occupied by the Licensee's Equipment to the condition in which it was found prior to the installation of The Licensee's Equipment, reasonable wear excepted. If the Owner has a damage claim related to Equipment recovery, the Owner must present its written claim to the Licensee within 10 business days.

17. Notice to the Licensee or Owner at the addresses indicated below must be by certified mail, return receipt requested. When properly addressed, a notice shall be deemed to have been received on the third business day following the postmark date.

