STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

**LICENSE AGREEMENT**

 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this License Agreement is made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama (the County), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Company):

**A. Grant of license**

 The County hereby grants the Company a non-exclusive license to construct, maintain, and operate small wireless facilities and/or support structures upon those portions of County rights-of-way specified in one or more small wireless facility (SWF) permits issued by the County to the Company, in accordance with and subject to the provisions of that certain Resolution Relating to Small Wireless Facilities on Public Rights-of-Way adopted \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the same may be amended from time to time (the Resolution); each SWF permit issued by the County to the Company; this agreement; and applicable law.

**B. Incorporation**

The terms of the Resolution, of each SWF permit issued by the County to the Company, and applicable law are incorporated herein by reference as if fully set forth herein. Should the provisions of the Resolution differ from the provisions of this agreement or any SWF permit, the Resolution shall control.

**C. Certifications**

The Company makes the following certifications:

(a) The Company is a \_\_\_\_\_\_\_, duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_\_\_\_, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to enter, execute and deliver this license agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this license agreement.

(b) The Company, as of the date of this license agreement, has adequate financial resources to install small wireless facilities and/or support structures in accordance with the requirements of the Resolution, and/or as otherwise required by applicable codes, and knows of no technical or legal impediment which would prevent it from performing as so contemplated.

(c) The Company is not prohibited by any agreement or applicable law from entering this license agreement.

(d) All corporate actions and consents required on the Company’s part to enter, execute and deliver this license agreement have been completed.

The Company acknowledges the foregoing certifications are material to the grant of this license agreement, and that a breach of any of the certifications shall constitute a non-curable default hereunder, and shall entitle the County to immediately terminate this agreement for cause; provided, a breach of the certification contained in subsection (d) shall constitute a curable default wherein following written notice, a Company will have reasonable time to cure.

**D. Term**

 This agreement shall be effective upon approval by the \_\_\_\_\_\_\_\_\_\_\_ County Commission and, subject to termination or revocation as provided in the Resolution, shall be valid for a period of five years from such date. Upon the Company’s written certification to the County Engineer, within 30 days of the expiration of the term hereof, that the Company remains in compliance with the provisions of the Resolution, this agreement, and each SWF permit issued to the Company by the County, the agreement will be automatically renewed for one additional five year term without further action required by the County.

**E. Insurance and security**

In advance of or contemporaneously with the County’s approval of any SWF permit application submitted by the Company, the Company shall comply with the insurance and security requirements contained in Section \_\_\_\_\_\_\_\_\_\_\_\_ of the Resolution, and shall continue such compliance throughout the term of this agreement or any renewal. The failure to carry or keep such insurance and security in force shall constitute a breach of the Resolution and this agreement.

**F. Damages and defense**

(1)  *Hold harmless and indemnification*.

(a)  The Company, by its execution of this agreement, agrees to indemnify, defend, and hold the County and the County’s present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees whole and harmless from and against all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from or arising out of or by reason of: (1) Company's actions pursuant to this license agreement, and each SWF permit issued thereunder, and the rights awarded thereunder, or the procedures leading thereto, (2) any act or omission of Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, installation or operation of, or the provision of service over, the small wireless facilities or support structures in the County, or any portion thereof, (3) any failure by Company to comply with any applicable law or the terms and conditions of the Resolution, this agreement and each SWF permit, (4) Company's performance under this agreement and each SWF permit, (5) the use of portions of Company's small wireless facilities or support structures by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by Company or by any person acting on its behalf or under the rights granted under this agreement and SWF permits.

(b)  The foregoing obligations of subsection (a) shall survive the expiration, termination, or revocation of this agreement.

2)   *Notice*. The County will notify the Company within a reasonable time of any claim or legal proceeding which gives rise to its right to be indemnified, defended, and held harmless.

(3)   *Defense*. With respect to the indemnity obligations set forth in this section, Company shall provide the defense of any claims brought against the County, its agents, employees, elected and appointed officials, by selecting counsel of Company’s choice to represent the County and defend the claim, subject to the consent of the County and its representatives, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the County and its representatives from cooperating with and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the County and its representatives, the Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include, at a minimum, a full and final release of all claims against the County and its representatives and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the County. In the event that the terms of any such settlement do not include a full and final release of the County or its representatives, the claim or action raised against the County shall not be settled. All of Company’s right to enter a settlement shall entail only payment of monetary amounts by Company, or obligations to be performed fully by Company, and under no circumstances shall Company have the power to bind the County to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the County may in its discretion independently agree to any such condition).

(4)  *Indemnification not limited*. The indemnification obligations hereunder are not limited in any way by limitation of the amount or type of damages or compensation payable by or for Company under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required hereunder, or the terms, applicability, or limitations of any insurance held by Company.

(5)  *No waiver of County rights*. The County and its representatives do not and shall not be deemed to have waived any rights against Company which it may have by reason of Company's indemnification, or because of the acceptance by the County of Company’s proof of insurance or deposit with the County of any insurance policies described herein.

 IN WITNESS WHEREOF, the County and the Company have each caused this agreement to be executed by its duly authorized representative on the date set opposite such representative’s signature, respectively.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY, ALABAMA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Chairman, \_\_\_\_\_\_\_\_\_\_\_ County Commission

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Administrator

 COMPANY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_

I, the undersigned Notary Public in and for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(state, county, or parish, etc.),* hereby certify that \_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(name)* whose name is signed to the foregoing agreement as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(title)* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(company)* and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, h/she, in his/her capacity as aforesaid and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_