

TOWER LEASE AGREEMENT

This Lease Agreement, is made and entered into this ___ day of _____, 20___, by and between the _____ (hereinafter the "Lessor") and University of Maine System, acting by and through the University of _____, (hereinafter the "University"). For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Premises:** Lessor hereby leases to University, and University rents and takes from Lessor the following described premises (the "Premises"): _____ space(s) on the Tower for University's installation and operation of University's equipment described on Exhibit A, which is hereby incorporated by reference, (collectively, the "Equipment") and use of space in the building adjacent to the Tower for two Equipment racks. The Premises are further described in Exhibit B, which is hereby incorporated by reference.
2. **Term:** The term of this Lease shall be from _____, 20___ until _____, 20___. At the expiration of the base term of this Lease, the term may be extended at the option of the University in a writing signed by both parties, for ___ additional term(s) of ___ years each, on the same terms and conditions of this Lease, except as to rent, which shall be negotiated by the parties.
3. **Rent:** The University agrees to pay to the Lessor \$_____ as rent for the Premises, which rent shall be paid in ___ installments of \$_____ each, and which shall be paid to the Lessor as follows: _____. Rent for any partial months shall be prorated at a daily rate. In the event University fails to pay the rent promptly when due, and such failure continues for a period of thirty (30) days after written notice by the Lessor to University of such failure, Lessor may terminate this License upon written notice to University. Lessor shall provide at its own expense the electrical power required for University's Equipment.
4. **Insurance:** With respect to and during the term of this lease, University and Lessor shall each maintain in force a policy of commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. A certificate of insurance evidencing insurance coverage(s) shall be provided to the other party prior to the commencement of this Lease. The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost bases. University is responsible for insuring or self-insuring University's own personal property.
5. **Liability:** Nothing in this Lease shall be construed as an indemnification by one party of the other for liabilities or claims of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Lease. Any liabilities or claims for property loss or damage or death or personal injury by a party or by third persons, arising out of the performance of this Lease shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.
6. **Applicable Law:** This Lease shall be interpreted and governed according to the laws of the State of Maine, without regard to its choice of law provisions. Maine shall be the forum for any lawsuits or claims arising under this Lease.

7. Termination: The University shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessor and setting forth in such notice the effective date of termination. In the event that University is not appropriated funds for the next fiscal year to continue this Lease, then University shall have the right to immediately terminate this Lease and shall not, in that event, be obligated to make any payment to Lessor beyond the end of the then fiscal year. Upon expiration or earlier termination of this Lease, University shall have thirty (30) days from the date of such expiration or termination in which to remove the Equipment from the Premises.

8. Assignment: This Lease may be assigned, transferred or conveyed by the University with the written consent of the Lessor.

9. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The University encourages the Lessor in the employment of individuals with disabilities.

10. Interference: Lessor does not warrant or represent that University will be able to broadcast from the Premises without interference from or to Lessor or existing tenants. However, if it is determined that University is unable to broadcast from the Premises without interference from or to Lessor or existing tenants, this Lease will immediately terminate and University will be released from any and all obligations under this Lease. In the event that University's equipment causes interference with reception or transmission, as determined under generally accepted engineering standards, of Lessor or other tenants whose rights arose prior in time to those of University, then University shall immediately upon receiving written notice of its existence from Lessor take appropriate action to cease causing such interference. If University fails to take appropriate action to cease causing such interference within ten (10) days of receiving written notification of its existence, then Lessor may terminate this Lease upon thirty (30) days written notice. If during the thirty (30) day termination notice period University initiates appropriate action to cease causing the interference, then the termination notice shall be void. Any cost of protective equipment shall be paid by University; but upon expiration or termination of this Lease, University has the right to consider the protective equipment part of its original system and remove such equipment. Lessor shall require all subsequent equipment installed at the Premises to avoid interference with University's operations and frequencies and require owners of said subsequent equipment to immediately take appropriate action to eliminate such interference.

11. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.

12. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.

13. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.

14. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, University shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, University chooses to remain on the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify University by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by University or Lessor. In any event, University's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.

15. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and University shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, University's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.

16. Holdover: If University remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

17. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.

18. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.

19. Breach by Lessor: University shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term or covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.

20. Surrender: At the expiration or earlier termination of this Lease, University will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the University, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.

21. Notice: Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor:

To University

and	University of Maine System 16 Central Street
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or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the University in accordance with the terms of this Lease.

23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the University to be paid and performed hereunder, the University shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.

24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

25. Default: Lessor shall, on default with respect to any of the provisions of this Lease by University, provide University with a written notice of any breach of the Lease terms or conditions and University shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, University shall have a reasonable time to complete the correction.

26. Access: University shall have a nonexclusive ingress, egress and right of access to the Property, the Tower and the building adjacent to the Tower at reasonable times for University's installation, use, maintenance, repair and removal of the Equipment.

27. Compliance: In performing under this Lease, both parties shall comply with all applicable Federal, State and local laws, regulations and ordinances. Each party shall secure at its own expense all licenses, permissions and permits required for performing its obligations under this Lease.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their duly authorized representatives as set forth below.

University:

Lessor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____