



SITE LOCATION AGREEMENT



Reviewed for Code Compliance
Inspections Division
Approved with Conditions

This Site Location Agreement (the "Agreement") sets forth the terms under which Date: 03/25/15
Cove Homeowners Association, a Maine non-profit Corporation with a place of business at
Diamond Island, Portland, Maine as the "Owner", agree to allow **RedZone Wireless, LLC** a Maine Limited
Liability Company with a place of business at 413 Main Street, Suite 205, Rockland, Maine 04841
("RedZone") to locate, install, operate, maintain, repair and replace the Network Equipment (as defined
and described below) in, around, and on structures and/or premises owned or leased by you located at
McKinley Estates, being a water tower, on land described in a deed recorded in the Cumberland County
Registry of Deeds in Book 24560, at Page 106 (the "Building").

I. **LOCATION.** Owner hereby grants to RedZone, during the Term of this Agreement, a non-exclusive right and easement to: (a) locate, install, operate, maintain, repair and replace materials and equipment to be installed on, atop, adjacent and/or near the Building and surrounding land in such locations and configurations as RedZone may designate, to be fixed initially upon the completion of installation of the Equipment (as that term is defined below), including radios, antennas, mounts, CAT5 cable run, electrical (power-over-ethernet injector, 110VAC outlet, breaker panel), UPS battery back-up and any other materials and/or system components as may be used by RedZone from time to time in connection with RedZone's use of the Building site for data transmission (collectively, the "Equipment" in such areas in and on the Building as RedZone reasonably deems appropriate for the effective operation of the Equipment; and (b) access the Equipment via the interior and exterior of the Building at the following times: (i) for non-emergency matters, after reasonable advance notice, on weekdays between the hours of 6:00 am and 7:00 pm and (ii) for emergency matters, after as much advance notice as possible, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

II. **AGREEMENT.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RedZone agrees to make generally available, broadband wireless Internet services, to the members of the Diamond Cove Home Owners association. The broadband services will be at the same rates and terms as those provided to other customers in Portland, ME, and as listed at the RedZone website. Initial service plans will be offered with download speeds "up to" 25 Mbps. Owner acknowledges that the Internet is a shared medium, and Internet service is provided as "best effort". No guarantee of Internet speeds, either upload or download is made, or implied. RedZone may, at its sole election, change service plans, rates, and speeds, from time to time, but in no case will RedZone provide maximum "up to" speeds of less than 25 Mbps to the members of the Diamond Cove Home Owners Association.

III. **TERM.** This Agreement shall commence on the date Owner accepts these terms and conditions and shall continue for a period of five (5) years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed, on the same terms and conditions, for additional, successive five (5) year periods (each, a "Renewal Term") so long as RedZone is providing subscriber services to at least one (1) customer other than Owner with service through the Equipment located at the Building at the time of renewal. The Initial Term and any Renewal Term are referred to herein collectively as the "Term."

IV. **EQUIPMENT OWNERSHIP.** The Equipment and any other personal property installed or placed in or on the Building by RedZone shall at all times belong to RedZone and shall be there at the sole risk of RedZone. Under no circumstances shall the Equipment become a fixture or permanent part of the Building and any Equipment located by RedZone may be removed or replaced from time to time at RedZone's option. RedZone shall not be liable for interruptions in service to Owner during any repair or replacement of Equipment. Owner shall not be liable for any damage, theft, misappropriation or loss thereof, except to the extent that such damage, theft, misappropriation or loss is due to Owner's gross



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negligence or willful misconduct. Upon termination or expiration of this Agreement, RedZone shall, upon written request by Owner, remove the Equipment and any related personal property from the Building and repair any damage caused by such removal.

V. **NON-DISTURBANCE.** Owner acknowledges and agrees that RedZone or its agents shall be the only party entitled to maintain and support the Equipment. Except for emergencies involving the Building and/or the Equipment, under no circumstances shall Owner or its agents handle, maintain or work with the Equipment in any manner nor interrupt the power supply to the Equipment. Except for the emergency situations noted above, Owner agrees to notify RedZone promptly of any apparent failures or malfunctioning in the Equipment. Owner shall not engage in nor allow any activity in or use of the Building that shall interfere with the Equipment or the receipt or transmission of data by RedZone and shall observe RedZone's directions in the event that any such interference is created. Date: 03/25/15

VI. **OWNER'S OWNERSHIP WARRANTY.** Owner hereby represents and warrants to RedZone that: i) Owner owns or leases the Building and that under such ownership or lease arrangement, Owner is duly authorized to grant these license rights and execute this Agreement without condition and without providing notice to or obtaining the consent of any third party; and (ii) the execution of this Agreement shall not give rise to any restriction or obligation on Owner's performance hereunder nor any obligation to or rights in favor of any third party.

VII. **REDZONE'S WARRANTY DISCLAIMER.** THE CONNECTION AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY REDZONE TO OWNER PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND WITHOUT WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

VIII. **LIMITATION OF LIABILITY.** EXCEPT FOR INSTANCES OF INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT CONTEMPLATED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. **INDEMNIFICATION.** RedZone agrees to defend, indemnify and hold Owner harmless from any loss, cost, damage or expense (including reasonable attorneys' fees) arising from the installation, operation, maintenance and repair of RedZone's Equipment, except to the extent that such loss, cost, damage or expense is due to the negligence or willful misconduct of Owner or its employees, agents or invitees. RedZone agrees to maintain Workers Compensation and liability insurance in the amount of \$2M and will include DCHA as a named insured on such policy before work commences on the tower.

X. **TERMINATION.** Notwithstanding anything else herein, in the event that RedZone shall determine that it is no longer providing subscriber services to a minimum of fifty (50) residential or commercial, non-seasonal subscribers, RedZone may, at its option, terminate this Agreement during the Initial Term and any Renewal Term upon one hundred eighty (180) days prior written notice to Owner, provided however, that upon such termination Owner shall have the rights under Section IV above to require RedZone to remove its Equipment. If following RedZone's notice of termination Owner shall agree to (and subsequently pay for) the cost of RedZone's ongoing location, maintenance, and operation of the Equipment, then the notice of termination shall be rescinded during such time as Owner shall continue to do so.



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XI. **INDEPENDENT CONTRACTORS.** It is expressly agreed that Owner and RedZone under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership, joint venture or other form of joint enterprise, nor shall it be considered an agent of the other. Neither party is authorized to make any representation, warranty, obligation or liability, expressed or implied, on behalf of the other party, except as provided for in this Agreement.

XII. **HEADINGS.** The headings of the sections of this Agreement are for convenience only and shall not be a part of or affect the meaning or interpretation of this Agreement.

XIII. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous discussions, understandings and writings by and between the parties and relating to the subject matter hereof. None of the terms of this Agreement shall be deemed waived by either party or amended or supplemented unless such waiver, amendment or supplement is specified in a written amendment to this Agreement that is signed by both parties.

XIV. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The terms of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, and shall, upon recording, run with the land and bind any successor to Owner who may buy the Building. RedZone's rights, although held in gross, may be assigned in whole or in part without further consent of the Owner, and Owner may assign this Agreement upon sale of the Building without further consent of RedZone, provided, however, that the assigning party must provide the other party with written notice of such assignment.

XV. **GOVERNING LAW.** This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Maine without reference to its provisions relating to conflict of laws.

XVI. **NOTICES.** All notices, requests and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally, sent by registered or certified mail, postage prepaid, or via email transmission to the address set forth below with evidence of receipt by the primary addressee, as the case may be. If delivered by hand, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail or email, the date on which a notice is actually received or the third day after the notice is mailed or emailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address for receiving notices by providing notice in accordance with this Section.

Owner's Primary Contact Information

Attn: Diamond Cove Homeowners Assoc.
c/o President
Address: 8 McKinley Court
City, State, Zip: Diamond Cove, ME 04109
Work Phone:
Cell Phone: (207) 332-8287

Owner's Alternate Contact Information

Attn:
Address:
City, State, Zip:
Work Phone:
Cell Phone:



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RedZone's Contact Information

James F. McKenna
RedZone Wireless
P.O. Box 435
Rockland, Maine 04841
Email: jim@redzonewireless.com
Fax: (207) 596-5701
Phone: (207) 596-5700

XVII. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement, as determined by any court of competent jurisdiction or any appropriate legislature or governmental agency, shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

XVIII. **SURVIVAL.** The terms and conditions of this Agreement shall survive any change in ownership or control of the Building. Owner agrees to provide RedZone with at least ninety (90) days advance written notice of any imminent sale or transfer involving the Building and the appropriate contact information for such a transferee.

RedZone Wireless, LLC

Owner:

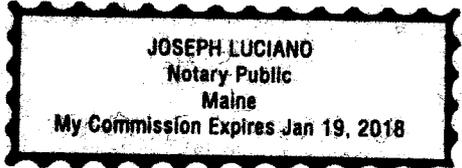
By: [Signature]
Name: JAMES MCKENNA
Its PRESIDENT & CEO

By: [Signature]
Name: Matthew Hoffner
DCHA President

STATE OF MAINE
COUNTY OF Cumberland

Date: 1/14/2015

Before me appeared the above named Matthew Hoffner, and acknowledged the foregoing to be his/her/its free act and deed.



[Signature]
Notary Public / Attorney at law
Name: Joseph Luciano
Commission:

STATE OF MAINE
COUNTY OF Waldo

~~Date: 1/19/2018~~
Date 1/14/2015

Before me appeared the above named James McKenna of RedZone Wireless and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of RedZone Wireless, LLC.

[Signature]
Notary Public / Attorney at law
Name: Maurice LeGage
Commission: 3/06/20
1/29/15