

License Agreement

This License Agreement ("**Agreement**") is entered into effective as of January 1, 2026 by and between **Independent School District Number 200** ("**Owner**") and **Hastings Cable Community Access Corporation** ("**Licensee**").

The following definitions shall have the following meaning:

- Premises:** Approximately 2,030 square feet of area located in the Hastings High School, located at 200 General Sieben Drive, Hastings, Minnesota, comprising the existing cable communication studio ("**Premises**").
- Permitted Use:** The operation of a cable television studio for purposes of operating a public access channel for the residents of the City of Hastings. The hours of permitted use will primarily coincide with the hours of the high school building the Premises is located within. The Licensee may be granted access to the Premises outside of the building hours by the Owner so long as they abide by the same policies and procedures the high school staff use to access the Premises. ("**Permitted Use**").
- Term:** Commences January 1, 2026 ("**Commencement Date**") and continues month to month thereafter until December 31, 2026, unless sooner terminated ("**Term**"). Either party can terminate the Term of this Agreement prior to December 31, 2026, upon no less than ninety (90) days prior written notice of their intent to terminate the Term ("**Termination**").
- License Fee:** During the Term of this Agreement, all rent fees are waived due to the services provided to ISD 200, which include but are not limited to: filming and livestreaming identified events, district promotional video, website video, and assistance with the high school video productions course. This agreement takes effect on January 1, 2026 with an expiration date of December 31, 2026.

In consideration of the mutual covenants and agreements contained herein and payment of the License Fee, Owner grants to Licensee for the Term a revocable license ("**License**") to occupy and use the Premises for the Permitted Use only and for no other purpose whatsoever. While making use of the Premises, Licensee shall, at its sole expense, fully and faithfully comply with any and all applicable laws, rules, regulations and ordinances. Licensee further covenants and agrees to observe all operating rules of Owner, a copy of which is attached hereto as **EXHIBIT A**. Owner reserves the right to amend and supplement the rules from time to time. During the Term, Licensee shall obtain and keep in full force and effect, at its sole expense, commercial general liability insurance with minimum limits of One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100ths Dollars (\$2,000,000.00) general aggregate for bodily injury, personal injury, and property damage. Such insurance shall be endorsed to include Owner as an additional insured, shall be primary and noncontributory with any Owner insurance. Licensee shall deliver to Owner a certificate in form and substance satisfactory to Owner or other evidence satisfactory to Owner evidencing the existence of the insurance required by Owner.

Licensee accepts the Premises, in its "As Is" condition with all faults. Licensee further agrees to surrender the Premises to Owner in the condition in which it was delivered, damage covered by insurance excepted to the extent proceeds of such insurance are actually received by Owner. Owner shall, at its sole cost and expense, be responsible for maintaining and repairing the Premises and all HVAC systems serving the Premises during the Term. Licensee shall, at its sole cost and expense, maintain all equipment and fixtures used in connection with the operation of the cable communication studio. All of Licensee's equipment, fixtures and personal property, of every kind and description, which may at any time be located on or about the Premises or within the property of the Hastings High School, shall be used and stored at Licensee's sole risk, and Owner shall not be responsible for any damage or loss result from any casualty.

Notwithstanding the foregoing, the License is revocable by Owner, with ten (10) days written notice, upon breach of any of the terms of this Agreement by Licensee ("**Revocation**").

Notice of Revocation or Termination shall be in writing. Notice shall be effective when personally delivered, or 48 hours after deposit in the mail if mailed. If mailed, the notice shall be sent first class mail, postage pre-paid, addressed to the party at the address set forth below the signature line for that party. Notwithstanding the Revocation or Termination of the License, Licensee shall continue to remain liable for any obligations imposed on Licensee by this Agreement and for the breach by Licensee or its agents, contractors, employees, licensees or invitees of any term or provision of this Agreement. In the event of damage or destruction to the Hastings High School building or Premises, which, in the opinion of Owner makes continuation of this Agreement impractical, then this Agreement may be terminated immediately by Owner effective upon receipt of written notice by Licensee.

Owner shall be responsible for providing the following services to the Premises: utilities, telephone, custodial and trash removal. Owner will not be liable for any loss or damage resulting from any interruption of any of these services. Licensee agrees to keep the Premises in a clean, neat and orderly condition.

Licensee shall defend, with counsel reasonably satisfactory to Owner, and shall indemnify and hold harmless Owner and Owner's officers, directors, agents, employees, successors, and assigns (for purposes of this paragraph Owner and Owner's officers, directors, agents, employees, successors, and assigns are collectively referred to as "**Owner**") from and against any damages to property of Licensee stored in the Premises, losses, claims, liens, expenses, liabilities, injuries, and other expenses of any nature whatsoever, including reasonable attorney's fees and costs, relating to or arising from Licensee's use or maintenance of the Premises, or from any activity, work or thing done, permitted or suffered by Licensee in or about the Premises, or arising or resulting from any breach or default by Licensee of its obligations under this Agreement. Licensee, as a material part of the consideration given to Owner, assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, other than as a result of Owner's gross negligence or willful misconduct, and Licensee waives all claims in respect thereof against Owner and releases Owner of all such claims. The covenants contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

The rights granted herein to Licensee are personal to Licensee and shall not be assigned or transferred by Licensee.

This Agreement supersedes any other previous or contemporaneous agreement or understanding between the parties with respect to the subject matter herein and contains the entire understanding between the parties with respect to the subject matters herein. In the event that Owner transfers the real property of which the Premises are a part or any interest therein including the Premises, or is otherwise divested thereof, then the rights of Owner under this Agreement shall pass to Owner's successor. If any party institutes an action or proceeding to enforce this Agreement as against any other party thereto, the losing party shall pay to the prevailing party the attorney's fees and cost incurred by the prevailing party in such action or proceeding. This Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto. Should any action or other proceeding or arbitration arise regarding the enforcement or interpretation of this Agreement, it shall take place in the County in which the Premises are located subject to the laws of the State of Minnesota.

OWNER:

Independent School District Number 200

By: _____

Name: Dr. Kristine Wehrkamp Herman

Its: Superintendent

Date: _____

LICENSEE:

Hastings Cable Community Access Corporation

By: _____

Name: Mike Bremer

Its: HCTV Executive Director

Date: _____

EXHIBIT A

Operating Rules of Owner

The Licensee is under no obligation to provide services, equipment or use of the Premises to the staff or students of Independent School District 200 beyond the Permitted Use. The Licensee will allow the use of the Premises and designated equipment by the Independent School District 200's staff and students involved in the high school's Broadcast Journalism class.

If an additional Broadcast Journalism class is considered to be added to the school year the Owner will discuss the proposal with the Licensee prior to implementation. If an additional class is implemented the Licensee may approach the Owner to amend the License Agreement.

The following personnel not affiliated with the Licensee will have access to the Premises: Independent School District 200 Administration Staff, Broadcast Journalism staff, Technology staff, Custodial staff, and contract Security staff. Any other Independent School District 200 staff or students are required to have a staff member of the Licensee present when on the Premises. The Owner will provide at least 24 hours of advanced notice to the Licensee if any 3rd parties will need access to the Premises.

The Licensee may make improvements to the Premises but must seek approval from the Owner prior to implementing any improvements.