

LICENSE AGREEMENT FOR THE USE OF THE UNIVERSITY OF PHOENIX STADIUM

THIS LICENSE AGREEMENT (this "License") made and entered into as of the 15<sup>th</sup> day of April, 2014 by and between Glendale P.D. (Public Safety Agency, example: Glendale Police Department), acting as a representative for the City of Glendale (example: City of Glendale) (the "LICENSEE"), and Global Spectrum, L.P., a Delaware Limited partnership ("LICENSOR").

1. The LICENSEE desires to use the University of Phoenix Stadium and surrounding areas, located at 1 West Cardinals Drive, Glendale, AZ 85305 (together, the "Premise") operated by the LICENSOR for the purpose of conducting public safety training for personnel attached to Glendale P.D. (Law Enforcement Agency). LICENSEE agrees that the proposed training will not adversely impact the LICENSOR's operational schedule.
2. LICENSOR agrees to make the premises available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants Glendale P.D. (Law Enforcement Agency) personnel use of the premises for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the premises is conditioned on the parties agreement on particular training dates at least a week in advance of the training.
3. LICENSOR makes no representations that the properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the premises at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the properties for the proposed training.
4. LICENSOR agrees to use commercially reasonable efforts to ensure that no other person (besides necessary ground personnel and designated LICENSOR personnel) enters the premises without prior permission of the LICENSOR and the LICENSEE or their designated representatives during the training.
5. LICENSOR is informed of all proposed training activities.
6. The LICENSOR grants consent to the LICENSEE to collect overhead imagery and remote sensing data in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations.
7. LICENSEE agrees to inform LICENSOR in writing of any damage to the properties promptly after it is known to LICENSEE, and LICENSOR agrees to inform LICENSEE in writing of any damage to the properties promptly after it is known to LICENSOR. As between LICENSEE and LICENSOR, LICENSEE shall be solely responsible for any and all damage to the Premises that occur during or in connection with LICENSEE's use of the Premises. LICENSEE reserves the right to make repairs using contractors selected by LICENSOR, or to

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pay the fair market value of those repairs to LICENSOR to restore the Premises to the condition which existed at the start of the licensed use.

8. In consideration for receiving permission to be on the Premises, LICENSEE hereby releases, waives, discharges and covenants not to sue LICENSOR, the Arizona Sports and Tourism Authority, or their related entities, successors, assigns, officers, directors, servants, agents and employees ("Releases") from any and all liability, claims, demands, or causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by LICENSEE, its guests or anyone else caused by or incidental to LICENSEE electing to have access to the Premises, or to any property belonging to LICENSEE, whether caused by the negligence of the Releases, or otherwise, while on or upon the Premises, while in transit to or from the Premises, or in any place or places connected to the Premises for any and all purposes and activities including, without limitation, visiting and inspecting personal property owned, used, or maintained by the Releases. LICENSEE understands the risks involved in being on the Premises and recognizes and agrees to accept that any activity/activities on the Premises involves risk of injury or death and LICENSEE assumes all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. LICENSEE is voluntarily entering the Premises to participate in law enforcement and military training exercises with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

9. LICENSEE hereby agrees to indemnify, defend, save and hold harmless the Arizona Sports and Tourism Authority and LICENSOR, and each of their respective successors and assigns, and each of their respective partners, Directors, contractors, agents, officers, employees and representatives, from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, litigation related expenses, court or other costs and costs of investigation (whether or not litigation occurs and whether taxable or not) ("Claims or Costs") incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, the exercise by LICENSEE of the privileges herein granted or any injury to or death of any person and any damage to or destruction of property arising from LICENSEE's use of the properties, except to the extent that such Claims or Costs arise out of the negligence or intentional misconduct of LICENSOR.

10. LICENSEE agrees that all training at or on the premises will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR's operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR's operations, or LICENSOR otherwise requires that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR's

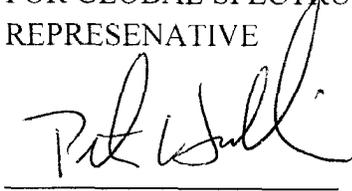
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notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR's consent to the material variances prior to engaging in these activities.

11. Due to the sensitivities of this training, we will exclude this correspondence from automatic public release. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect for agreed upon exercise dates.

FOR GLOBAL SPECTRUM FOR PUBLIC SAFETY/LAW ENFORCEMENT  
REPRESENTATIVE



Peter Sullivan  
General Manager



Printed Name: Brenda S. Fischer  
Title: City Manager

Date: 4/10/2014

Date: 4/15/14

**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney

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