

FACILITIES ATTACHMENT LICENSE AGREEMENT

This Facilities Attachment License Agreement (this “**Agreement**”) between the Town of Fort Frances (the “**Town**”) and Shaw Cablesystems Limited (“**Shaw**”) outlines the terms agreed to by the parties regarding the granting of access to and use by Shaw of certain Town facilities for the purpose of the provision of telecommunication services.

In consideration of the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Shaw and the Town agree as follows:

- 1. Grant:** The Town hereby consents and grants Shaw a non-exclusive right and license to access and attach in, on or to the Town’s facilities, including, but not limited to, attaching to, on or within traffic lights, cross walk poles, aerial structures, vehicle and/or public transportation corridors, lands and/or civic buildings owned by or under the direction, control and management of the Town (collectively, “**Facilities**”), to install, operate and maintain certain telecommunication devices, cables, antennae, microcell units, unit shrouds and casings, and related equipment (the “**Work**”) used for the purpose of transmission, emission or reception of signs, data, signals, writings, images, sounds or intelligence of any nature through wireless means related Shaw’s telecommunications services (the “**Purpose**”).
- 2. Term:** The term of this Agreement shall commence on _____, 2016 and shall continue for a period of five (5) years and shall auto renew for successive five (5) year periods (collectively, the “**Term**”) unless a party to this Agreement notifies the other party one (1) year prior to the expiry of such renewal term. Either party may terminate this Agreement if the other party breaches any of its material obligations hereunder and fails to remedy or commence actions to remedy such breach within thirty (30) days of receipt of notice from the non-breaching party.
- 3. Work on the Facilities:** Prior to the commencement of any Work, Shaw shall obtain the Town’s consent for such Work at a particular Facility. Upon Shaw obtaining such consent, Shaw agrees that all Work shall: (a) be carried out in a good, workmanlike and timely manner; (b) not unduly interfere with the Facilities; (c) comply with all applicable construction and safety codes; and (d) be responsible for all of its costs for its Work. Upon completion of the Work Shaw shall restore and repair any damage caused by the Work to the Facilities to the condition in which it existed prior to the Work.
- 4. No Interference:** The Town shall not alter, remove or access Shaw’s Work without Shaw’s prior written approval nor shall the Town install or permit third parties to make installations of any equipment on or in the Facilities that causes interference with the Work without Shaw’s prior written consent. The Town agrees that upon receipt of notice by Shaw of such interference it shall immediately make or cause to be made such adjustments to such equipment to eliminate the interference. Shaw shall not alter, remove or access any Town property or third party property located on Facilities without the Town’s prior written approval. For the purpose of clarity, neither party is responsible for any interference caused by radio waves or other technologies used by any person at the Facilities where the Work is located.
- 5. Indemnity:** Each party (an “**Indemnifying Party**”) shall indemnify and save harmless the other party (the “**Indemnified Party**”) from and against all actions, causes of action, proceedings, claims and demands brought against the Indemnified Party, for all losses, costs, or expenses incurred by the Indemnified Party, for damage to property, including property of the Indemnified Party or any third party, and for injury to persons incurred by the Indemnified Party,

including its employees, servants, agents, and licensees or any third party, caused by, or attributable to, the negligence or willful act or omission of the Indemnifying Party or any of its employees, servants or agents as a result of this Agreement. Neither the Town nor Shaw shall be liable for indirect or consequential losses or damages, or for damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any of Shaw's Work.

6. Insurance: Shaw shall maintain general liability insurance to protect from claims for damages, personal injury, including death, and for claims from property damages which may arise from the Work. Such insurance limits shall not be less than five million dollars (\$5,000,000.00) for each occurrence and shall add the Town as an additional insured.

7. Abandonment: Shaw may abandon its use of part or all of the Facilities at any time during the Term. Shaw may remove any Work it abandons that is installed on Facilities.

8. Relocation: If at any time during the Term, the Town is required to relocate a particular Facility that has Work attached to it, the Town shall provide Shaw with no less than sixty (60) calendar days notice. Shaw shall at its cost remove the Work from the affected Facility immediately upon the expiry of the notice period. If Shaw fails to remove such Work, the Town may remove the Work and the reasonable costs incurred by the Town shall be payable by Shaw. If the affected Facility is moved to a new location Shaw shall be permitted to relocate its Work to the Facility at the new location; or in the alternative if such relocation is not feasible or if the new location is not in the immediate area of the original site, the Town will reasonably assist Shaw in finding a suitable alternative location for such Work.

9. In consideration of the grant herein by the Town to Shaw, Shaw hereby agrees to offer the general public complimentary guest access to use the Shaw Go WiFi services. Such general public use will be subject to Shaw's Guest Access terms and policies and will be limited to use at each Facility where Shaw has installed and is operating attachment points.

10. Ownership: The Town acknowledges that notwithstanding any rule of law or equity to the contrary, all Work installed by Shaw will remain the property of Shaw even though it is attached to the Facilities.

11. Governing Law: This Agreement will be governed by and construed under the laws of the Province of Ontario. The parties agree to submit any dispute regarding this Agreement to the exclusive jurisdiction of a competent court located within the Province of Ontario.

12. Binding Agreement: The parties agree that this Agreement and the agreements and understandings set out herein will be binding upon and enforceable against the parties.

ACCEPTED AND AGREED:

SHAW CABLESYSTEMS LIMITED

By:

Name/Title:

THE TOWN OF FORT FRANCES

By:

Name/Title:

By:

Name/Title: