

## **EXCLUSIVE RADIO TOWER LEASE AGREEMENT**

**THIS AGREEMENT** is entered into by and between Calvary **Chapel Yuba City** hereinafter "Lessor" and **Kenneth Vrazel**, hereinafter "Lessee" for the purposed herein stated.

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. Lessor does hereby lease to Lessee a site with a 103 Foot Metal Guide Radio Tower and room for a transmitter for use by KCYC 104.7LPFM on Lessors property at 613 Bogue Rd. Yuba City, CA. 95991

2. Lessee agrees to pay Lessor the sum of \$500.00 per month due on the 5<sup>th</sup> day of each month beginning the 5<sup>th</sup> day of October, 2019 for a period of 7 years.

The Lease term shall be for a period of seven years.

3. The tower shall be for the exclusive use of KCYC 104.7 LPFM and the divisions thereof. If other persons or entities desire to use said tower KCYC 104.7 LPFM shall be entitled to allow said use upon the customary consideration for same being paid to Lessor.

4. Lessee shall be allowed access to and from said tower across the property. Lessor prior to use must approve the exact location of the access.

5. The use of the property for the tower and access by Lessee must not interfere with the use and enjoyment of the property by Lessor.

6. Any FCC and FAA approval of the Tower and use thereof shall be responsibility of Lessee.

7. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all liability, suits, demands and claims for property damage or personal injury claimed or caused to any person, or any other claim arising directly or indirectly out of the use and operation of said Tower.

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Lessee further agrees to assume defense on behalf of Lessor of any litigation brought against Lessor relating to said tower and pay all costs, expenses, attorney fees and monetary awards incurred by Lessor in said litigation.

8. In the event it is necessary for Lessor to retain the services of an attorney to enforce any terms of this agreement, Lessee agrees to pay all costs and attorney fees in the event Lessor is the prevailing party.

9. This agreement is signed by Kevin Fitzgerald, Pastor of the Calvary Chapel of Yuba City with the approval and authority of the church Board.


10. This agreement constitutes the entire agreement of the parties and may not be modified except in writing.

DATED this the 1<sup>st</sup> day of September 2019.

### **LESSOR**

Calvary Chapel of Yuba City

By: Kevin Fitzgerald, Pastor

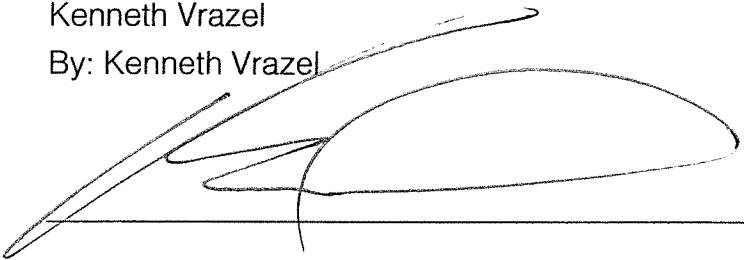
  
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### **LESSEE**

KCYC 104.7 LPFM

Kenneth Vrazel

By: Kenneth Vrazel

  
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