

TRANSLATOR FREQUENCY LICENSE ASSIGNMENT AGREEMENT

COME NOW, Enterprise City, a Utah municipal corporation (“Enterprise”), and Dixie State College, a political subdivision of the State of Utah (“DSC”) and enter into an agreement for the assignment of an FM translator frequency license owned by Enterprise. Throughout this agreement Enterprise and DSC may be referred to individually as “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Enterprise is the owner of an FM translator license designated by the FCC as license no. K293AF and utilizing the frequency 106.5FM within the FM spectrum (“Translator License”).

WHEREAS, DSC is holder of an FM radio broadcast license designated by the FCC as license no. KXDS 91.3FM, and is also the owner or operator of the radio broadcast facility at Dixie State College in St. George, Utah.

WHEREAS, the Parties are desirous to work cooperatively to assign the Translator License to DSC in exchange for certain covenants and promises by DSC to assist Enterprise and Enterprise High School report on high school sporting events, school activities and Enterprise City events.

AGREEMENT

In consideration of the mutual covenants and terms below, the Parties agree to the following:

Assignment of Translator License

Enterprise hereby assigns and DSC hereby accepts the conveyance of the Translator License, subject only to those terms and conditions contained herein.

Consideration for Assignment.

As good and valuable consideration for the assignment of the Translator License DSC agrees to air one (2) minute weekly update, a digital recording of which will be provided by Enterprise High School students (or a designee of Enterprise). DSC shall be responsible for ensuring that the recording is played back at least twice a week during normal daytime hours on KXDS 91.3FM as “Enterprise Weekly Update” or “Program”. Any required, editing of the Enterprise Weekly Update shall be the responsibility of DSC at no cost to Enterprise. The Parties acknowledge and agree that this Agreement shall constitute a binding assignment or bill of sale for the Translator License and that upon the full and complete execution of this Agreement shall be non-cancellable.

Content and Procedure for the Creation of the Enterprise Weekly Update

Enterprise High School or, another designee of Enterprise, shall put together the content for the Enterprise Weekly Update which shall initially be about recent and upcoming events and noteworthy news concerning and affecting the Enterprise area and Enterprise High School. The Enterprise Weekly Update will be a two minute program that runs two times each week in the

afternoons on KXDS 91.3FM. Enterprise will be responsible for the content provided, however DSC reserves the right to not air content which does not comply with FCC rules, regulations or guidelines.

Term for Placement of the Enterprise Weekly Update

The initial timeframe for which DSC shall be obligated to run the Enterprise Weekly Update shall be five (5) years from the Effective Date of this Agreement (“Initial Term”). After five (5) years a continuation of the Enterprise Weekly Update shall be decided upon by DSC and Enterprise at that time.

Assignment and Transition Costs

Upon execution of this Agreement, DSC shall be solely responsible for all costs and expenses incurred in transferring and maintaining the Translator License in compliance with the rules and regulations promulgated by the FCC. Furthermore DSC will work with Ray Carpenter and Sky View Technologies on the space rental and assume the cost of transmitting the signal authorized by the Translator License, such that Enterprise shall have no further costs or expense to said persons or any utility providers subsequent to the Effective Date of this Agreement.

Notice

Notice relating to this Agreement shall be provided to the following:

For Enterprise:

For DSC:

Enterprise City
c/o City Administrator
PO Box 340
Enterprise, Utah 84725
(435) 878-2221

Dixie State College
c/o Dean of School of Business &
Communication
222 South 700 East, UHSB #362
St. George, Utah 84770

Waiver

The waiver by either Party of any agreement, condition or provision herein contained within this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow upon between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of either Party to insist upon the performance by the other Party in strict accordance with said terms.

Complete Agreement

There are no oral agreements between the Parties, and this Agreement, when fully executed, supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Enterprise and DSC with respect to the subject matter of this Agreement. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

DATED EFFECTIVE THIS ____ day of August, 2012

ENTERPRISE CITY
a Utah municipal corporation

By: _____
Its: _____

DIXIE STATE COLLEGE
a political subdivision of the State of Utah
William Christensen
By: *William Christensen*
Its: Dean, Business & Communication