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**APPLICATION TO NEGOTIATE LEASE
OF DISTRICT PROPERTY**

Name of Applicant: _____

Address of Applicant: _____

Name and Title of Contact Person: _____

Telephone Number of Contact Person: _____

Description of District Property under Consideration:

By signing this application, the Applicant acknowledges that they are responsible for legal, engineering, inspection, and administrative costs related to the investigation, negotiation, and implementation of a lease or amendment of a lease with the North Coast County Water District. Along with this application, the Applicant is required to submit a deposit to the District in the amount of **\$2,000** (two thousand dollars) to defray all such costs. The District may require further deposits in order to maintain a positive balance on account. The Applicant is responsible for such costs until the lease is signed and any related construction has been completed and accepted by the District or until the Applicant notifies the District in writing that they are no longer interested in leasing property from the District. Within 30 days of completion of the Applicant's responsibilities related to this application, the District will submit an invoice to the Applicant for additional charges, if any, or will refund any remaining deposit, should any exist, to the Applicant. This application does not obligate the District or the Applicant to sign a lease. This application does not allow the Applicant to make any site improvements or modifications without written District approval prior to signing the lease or amendment to a lease or to access the site without District approval.

Signature: _____

Date: _____

Print Name: _____



Procedures for Obtaining a Lease of District Property

Any person or company desiring to lease any portion of North Coast County Water District property or to negotiate an amendment of an existing lease agreement must first complete the *Application to Negotiate Lease of District Property*. The Applicant is responsible for legal, engineering, inspection, and administrative costs related to the investigation, negotiation, and implementation of a lease or lease amendment with the District and must submit a deposit to the District along with the application. The Applicant is responsible for such costs until the lease is signed and any related construction has been completed and accepted by the District or until the Applicant decides not to pursue a lease agreement or amendment of lease agreement with the District.

Prior to any access to District property, Applicant shall provide a Certificate of Insurance (***requirements attached***). After submitting the application, deposit and Certificate of Insurance, the Applicant may conduct tests as necessary to determine the suitability of the site for the intended use. The Applicant must contact the District any time access to District property is needed to conduct such tests. If at any time, the Applicant decides not to proceed, the Applicant must notify the District in writing that they are no longer interested in leasing property from the District. The District will either refund any balance in the deposit account or submit an invoice to the Applicant if District costs exceed the amount of the deposit.

The District will provide a proposed lease to the Applicant for review. The Applicant is responsible for submitting all documents for review including proposed construction plans and any other documents required by the District. When a lease agreement or amendment to a lease agreement is completed and reviewed by attorneys, it may be submitted to the District Board of Directors for approval at a regular monthly meeting. The Board meets on the third Wednesday of each month. All required materials to complete the lease must be submitted to the District no later than two (2) weeks prior to the Board meeting date.

Within 30 days of completion of the Applicant's responsibilities related to this application, the District will submit an invoice to the Applicant for additional charges, if any, or will refund any remaining deposit, should any exist, to the Applicant. This application does not obligate the District or the Applicant to sign a lease or amendment to a lease. This application does not allow the Applicant to make any site improvements or modifications without written District approval prior to signing the lease or amendment to a lease or to access the site without District approval.



COMMUNICATIONS SITE LEASE AGREEMENT – INSURANCE REQUIREMENTS ONLY

1. Insurance, Indemnity and Waiver. (a) Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, and (3) Workers Compensation as required by law.

(b) Lessee shall also maintain standard form property insurance ("All Risk" coverage) equal to at least ninety percent (90%) of the replacement cost covering the Lessee's Facilities. Lessee shall name Lessor, its directors, officers, agents and employees as an additional insured with respect to the above Commercial General Liability insurance. Upon submitting to Lessor satisfactory documentation of Lessee's ability to self-insure the above risk, Lessee shall have the right to self-insure with respect to any of the above insurance, but such right shall not inure to the benefit of any assignee or sublessee.

(c) The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering Lessor. Inclusion of Lessor as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Lessee. Said policy shall protect Lessee and Lessor in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

(d) Prior to commencement of the term of this Lease, Lessee shall deliver to Lessor a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to Lessor.

(e) Lessor shall not be responsible for the security of Lessee's Facilities. Lessee understands that Lessor cannot patrol or police the Premises. Lessee waives all claims against Lessor for damage to its property upon the Premises no matter how caused except for damages caused by the negligent or willful act of Lessor or its employees.

(f) This Lease is made upon the express condition that Lessee shall release, indemnify, keep and save harmless Lessor, and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury or injuries to, or death or deaths of, persons or property that may occur, or that may be alleged to have occurred from, Lessee's use of the Premises during the term of this Lease; provided, however, that the foregoing shall not apply to any claims for loss, damage, injury or liability caused by the active negligence or willful misconduct of Lessor, its directors, officers, agents or employees. Lessee further agrees to defend any and all such actions, suits or claims, and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Lessor or any of the other individuals enumerated above in any such action, Lessee shall, at its expense, satisfy and discharge the same.



**REQUIRED INFORMATION FROM CELLULAR COMPANY FOR
LEASING DISTRICT FACILITIES FOR USE AS CELL SITE**

Name of Cellular Company: _____

Category of incorporation (e.g., general partnership, etc.): _____

Address of the Company: _____

Name, title, and phone number of contact person at the Company: _____

General description of equipment to be installed: _____

Description of any utilities the Company plans to place on or bring across District property in order to service the premises and the cell site: _____

Discuss access requirements for installing and maintaining the cell equipment, including any temporary or permanent roads to be constructed: _____

Attach a site plan that includes as a minimum the following:

- Location and size of proposed equipment to be installed
- Relationship of proposed equipment to District facilities, including underground piping and other utilities, and other communications equipment
- Access to site
- Location of utilities to serve the site