LICENSE AGREEMENT FOR VIDEO SURVEILLANCE CAMERA

This License Agreement is entered into this _____ day of ________, 2012, between the BAY CITY DOWNTOWN DEVELOPMENT AUTHORITY, 901 Saginaw Street, Bay City, Michigan 48708 (DDA), and STEVEN A. FRYE, 1101 N. Water Street, Bay City, Michigan 48708 (Frye).

- A. Frye owns property located at 1101 N. Water Street, Bay City, Michigan.
- B. DDA wishes to install outdoor video surveillance cameras on the exterior of Frye's building for the purpose of monitoring activity at property owned and maintained by the DDA, including but not limited to Waterfall Park.
- C. Frye is agreeable through this License Agreement to allowing the DDA to install no more than two (2) video surveillance cameras on the exterior of Frye's building.

NOW THEREFORE, the parties agree as follows:

- 1. That the DDA will be allowed to install up to two (2) video surveillance cameras on the exterior of Frye's building. DDA may, with the permission of Frye, select the places on the building at which the cameras will be located.
- 2. DDA will be responsible for all costs associated with the installation and maintenance of the cameras and will exercise reasonable care to insure that there is no permanent damage to Frye's building.
- 3. DDA will be solely responsible for the installation and maintenance of the cameras, including any wiring necessary for electricity or for video cable.
- 4. DDA will also be allowed to install a four-channel DVR inside of Frye's building at a location to be agreed upon between the parties.
- 5. DDA will remain responsible for all liability associated with the installation, maintenance, and use of its video surveillance cameras and related equipment.
- 6. Upon termination of this Agreement, DDA will remove and make any repair reasonably needed as a result of camera installation.
- 7. This Agreement may be terminated by either party upon two (2) weeks written notice to the other, with notice being either mailed or personally delivered to the addresses stated above.

BAY CITY DOWNTOWN DEVELOPMENT AUTHORITY

By:

STEVEN A. FRYL