STATE OF SOUTH CAROLINA			)	)	
			)	LICENSE AGREEMENT	
COUNTY	OF	DARLINGTON	)		

For good and valuable consideration, this AGREEMENT is made and entered into as of the \_\_th day of \_\_\_\_\_\_,

2018, by and between THE CITY OF HARTSVILLE, hereafter the "LICENSEE", and \_\_\_\_\_, hereafter the "LICENSOR".

WHEREAS, the LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified in Attachment A, for purposes of affixing thereto surveillance cameras and power equipment mounted upon a pole owned by LICENSEE, and the LICENSOR is willing to provide attachment locations upon the said PREMISES for LICENSEE to affix and maintain its said surveillance cameras.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

- 1. <u>Premises</u>. LICENSOR hereby licenses to LICENSEE the identified portion of the LICENSOR'S PREMISES necessary to enable LICENSEE to erect, maintain, repair, replace and operate its said surveillance cameras.
- 2. LICENSOR also licenses to LICENSEE so much of the PREMISES as may be necessary for ingress and egress to and from the PREMISES for maintenance and repairs of the said surveillance cameras.
- 3. LICENSEE shall repair or replace any portion of LICENSOR'S PREMISES which may be damaged by LICENSOR during the term of this License Agreement.
- 4. LICENSOR shall provide 24 hour, 7 days per week access to the PREMISES for maintenance purposes by LICENSOR.
- 5. <u>TERM:</u> This Agreement shall run until either party requests termination. Should the LICENSOR relinquish ownership of the real estate property in question, they shall notify the LICENSEE in adequate time to remove items here outlined, and upon that time the contract shall terminate.
- 6. <u>RENTAL:</u> Beginning as of the commencement date of this Agreement, LICENSEE shall pay a one-time license fee, in advance, OF \$1.
- 7. <u>Interference:</u> LICENSOR and LICENSEE shall at all times exercise the greatest care and judgement to prevent damage to the other.

	8.	Surrender of PREMISES:	Upon expiration or termination of the License, LICENSEE, at its own costs and
expens	es, s	hall completely remove or	r have removed, all structures, including equipment and other associated structures
and res	tore	the PREMISES to its origin	nal condition, ordinary wear and tear excepted.

9. <u>Binding Agreement:</u> This Agreement shall extend to and bind the heirs, personal representatives, successors and assigned (when allowed to be assigned) of the parties hereto.

IN WITNESS WHEREOF, the parties have, in duplicate original, executed this Agreement as of the date first above written by the respective parties authorized to execute this Agreement.

WITENSSES:	LICENSOR:
	BY:
	Title:
WITENSSES:	LICENSEE: <u>CITY OF HARTSVILLE</u> , <u>SC</u>
	BY:
	Title:
STATE OF SOUTH CAROLINA )  COUNTY OF DARLINGTON )	PROBATE FOR LICENSOR
above named witness saw the within nam	and made oath that s/he along with the ed as LICENSOR, sign, seal this LICENSE said LICENSOR'S execution thereof in the presence of each other.
	WITNESS
SWORN TO and subscribed before me this, 2018.	
Notary Public for South Carolina  My Commission Expires :	

STATE OF SOUTH CAROLINA	)	PROBATE FOR LICENSEE	
COUNTY OF DARLINGTON	)	TROBATE FOR EIGENSEE	
	CITY OF HA	and made oath that s/he along with the above .RTSVILLE, as LICENSEE, sign, seal this LICENSE AGREEMENT, and that reof in the presence of each other.	
		WITNESS	
SWORN TO and subscribed before me			
this, 2018.			
Notary Public for South Carolina			
My Commission Expires :			

## Attachment A

The LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified as: