

IN-BUILDING EQUIPMENT AGREEMENT

This In-building Equipment Agreement ("Agreement") by and between Cellco Partnership and Southwestco Wireless LP, individually and collectively doing business as Verizon Wireless ("Verizon Wireless"), and the City of Las Vegas ("Customer") governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless service. Such service is to be provided under the terms and conditions of the Western States Contracting Alliance, Master Price Agreement 1523 ("WSCA"), dated October 10th, 2006, or any subsequent agreement for Verizon Wireless service between the parties.

1. **In-building Equipment Defined:** Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Agreement shall include In-building Equipment.
2. **License.** Customer grants Verizon Wireless a license ("License") for the term of the Wireless Services Agreement, to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time.
3. **Use.** Customer will provide Verizon Wireless access to or use of facilities and services in the Premises, as required by Verizon Wireless for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to, exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. **Access.** Customer grants Verizon Wireless twenty-four (24) hours per day seven (7) day per week access to the Premises as necessary to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless's network or services.
5. **Installation; Removal.** Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.
6. **Representations and Warranties.** Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises; (ii) Customer owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein; (iii) Customer has or will obtain all required building permits, inspections or other approvals. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment, until such time as Customer corrects

any condition that would be a breach of the above representations and warranties. Customer shall indemnify, defend and hold Verizon Wireless harmless from any cost, claim, damage or liability (including but not limited to reasonable attorneys' fees and costs) resulting from any breach of the representations and warranties in this paragraph.

7. **Consideration.** In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with wireless service provided under the Agreement. In the event that Customer ceases to be a Verizon Wireless subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future Party in Interest.
8. **Term and Termination.** The term of this Agreement shall run concurrently with the term of the Wireless Service Agreement, as it may be extended. This Agreement may be terminated by Verizon Wireless with thirty (30) days prior written notice to Customer.
9. **Interference.** Verizon Wireless is the exclusive FCC licensee of certain radio frequencies on which its services are provided. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless's network or services, then upon oral or written notice from Verizon Wireless, Customer shall reasonably cooperate with Verizon Wireless to cure such interference. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove In-building Equipment or to require Customer to remove customer provided equipment.
10. **NO WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE IN-BUILDING EQUIPMENT. CUSTOMER AGREES THAT VERIZON WIRELESS HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE IN-BUILDING EQUIPMENT.
11. **LIMITATION OF LIABILITY:** VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS, OR ANY THIRD PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE IN-BUILDING EQUIPMENT, ANY DEFECT IN THE IN-BUILDING EQUIPMENT, OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE IN-BUILDING EQUIPMENT BY ANY PARTIES WHO ARE NOT EMPLOYEES OF VERIZON WIRELESS, SUBCONTRACTORS OF VERIZON WIRELESS, OR OTHERWISE ACTING ON VERIZON WIRELESS'S BEHALF.
12. **NO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS BY THE CUSTOMER'S AGENT(S) OR EMPLOYEE(S) THAT ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Force Majeure:** Verizon Wireless' performance hereunder shall be excused if caused by

equipment failure, failure of a wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, equipment or facility shortage or any other causes beyond Verizon Wireless' reasonable control.

14. **Intellectual Property:** Verizon Wireless shall have no liability for the infringement of any copyright, trade secret, or patent or the violation of any federal or other license or franchise required to be maintained in order to provide wireless service, if such infringement or violation arises out of or results from any of the following: (a) the use of the In-Building Equipment or wireless service in combination with any other product not supplied or approved by Verizon Wireless, (b) modification of the In-building Equipment or wireless service by, or on behalf of, Customer, or (c) the Customer's continuance of an allegedly infringing activity after being notified thereof or after being informed and provided with a modification that would have avoided the alleged infringement.
15. **Confidential Information:** Both parties, their employees and agents shall hold in confidence information provided to one party by the other party that is designated confidential or proprietary ("Confidential Information") for the term of the Agreement and a period of two (2) years thereafter. Neither party shall disclose Confidential Information to any third party or use Confidential Information for any purpose other than as specified in this Agreement. The parties may disclose Confidential Information to their agents so long as they have a need to know under this Agreement and such agents are bound by non-disclosure obligations that are substantially similar to those set forth in this Agreement. Customer must obtain Verizon Wireless' written permission prior to disclosing any Verizon Wireless Confidential Information to any direct competitor of Verizon Wireless. The foregoing shall not prevent either party from disclosing Confidential Information which: (a) is or becomes publicly available through no act or omission of the disclosing party; (b) was already in lawful possession of the disclosing party; (c) is lawfully disclosed to the disclosing party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process, provided, however, that the disclosing party first provides written notice to the other party of the request if permitted to do so and practicable under the terms of such legal process; (e) is approved by the other party for disclosure; (f) with respect to information that is the same as or substantially identical to the Confidential Information, is independently developed and is so documented by disclosing party; or (g) is required to port telephone numbers.
16. Without waving the limitation of liability set forth in Nevada Revised Statutes Chapter 41 for Customer, each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property (including theft), caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein. Notwithstanding the above, in no event shall Verizon Wireless indemnify Customer for any claims, suits or demands arising from the use, delay, failure, defect in or inability to use the wireless service or equipment.
17. **Assignment:** Either party may assign this Agreement in its entirety, without the other party's consent, to either of the following, provided such assignee possesses the financial and operational capabilities to perform this Agreement and agrees to assume and fully discharge all of the duties and further obligations of the assignor arising under this Agreement: (i) any parent or subsidiary, (ii) to a successor in interest of all or substantially all of the assets, stock or business of a party to

which this Agreement pertains. However, neither party may assign its rights or delegate its duties under this Agreement to any other third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Customer may not assign its rights or delegate its duties under this Agreement to any direct competitor of Verizon Wireless without the prior written consent of Verizon Wireless. Subject to the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto.

18. **Mandatory Arbitration:** The parties shall meet within thirty (30) days of written notice of a dispute arising out of this Agreement, at which meeting the parties will seek to resolve the matter in good faith. Thereafter, the parties agree to arbitrate any dispute arising out of this Agreement. Such arbitration shall be held before an independent arbitrator in Las Vegas, Nevada, pursuant to the Wireless Industry Arbitration (“WIA”) rules in effect at the time of the dispute, as modified by this Agreement and administered by the American Arbitration Association (“AAA”). The United States Arbitration Act, 9 USC §§1-16, as amended, shall govern the arbitration. In the event of any conflict, the WIA rules shall govern. Any award shall be binding upon the parties with no right of appeal. If for any reason the provisions of this Agreement requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted other than as contemplated by these provisions, each party waives any right it may have to trial by jury. Nothing in this section will preclude either party from seeking preliminary and final injunctive relief in the event of the disclosure of such party’s Confidential Information or intellectual property infringement.
19. **Notices:** Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, postage prepaid, in any post office in the United States, (b) hand delivery, (c) overnight courier, (d) facsimile transmission upon confirmation of receipt, or (e) e-mail to the below-designated e-mail address with proof of receipt. The parties agree that written notices regarding general operational issues may be accomplished through e-mail from the below-designated e-mail address.
20. **Governing Law:** This Agreement shall be governed by the law of the State of Nevada regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction.
21. **Effective Date:** This Agreement shall become effective when signed by authorized representatives of both parties.
22. **Entire Agreement:** This Agreement together with its Exhibits constitutes the entire Agreement between the parties with respect to the subject matter. This Agreement shall not be amended or modified, by purchase order or otherwise, without a specific written agreement between the parties. No oral statement shall modify or otherwise affect the terms and conditions of this Agreement.

[Signatures on Immediately Following Page]

VERIZON WIRELESS:

**CELLCO PARTNERSHIP,
d/b/a VERIZON WIRELESS**

By: _____

Name: Keith Surratt

Title: Area VP -- Network

Date: _____

CUSTOMER:

CITY OF LAS VEGAS

By: _____

Name: _____

Title: _____

Date: _____

**SOUTHWESTCO WIRELESS LP,
D/B/A VERIZON WIRELESS
BY SOUTHWESTCO WIRELESS INC.,
ITS MANAGING PARTNER**

By: _____

Name: Keith Surratt

Title: Area VP -- Network

Date: _____

APPROVED AS TO FORM

Robert S. Sylvain 8-23-07
Robert S. Sylvain Date
Deputy City Attorney

**ATTACHMENT 1 to
In-building Amendment**

080011-DD

Verizon In - Building Equipment Agreement

Customer Name:

Station 8 BDA

Premises Address:

805 N Mojave RD
Las Vegas, NV 89101

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Repeater(s) Andrew MR853P

Wire/fiber/cable Andrew ½ inch coax AVA50

Antennas donor CSI ANT, AY/806-960/11dB, Yagi for 850mhz & ACR/1.6-2.0/14dB, CSI ANT Corner Reflector for 1900mhz ;

Antennas coverage= CSI ANT, AO/800-2.5K/3, Omni Tri-Band

2 donor antenna mounted on the roof to a non-penetrating roof mount pointing at a direction of 225 degrees true North.

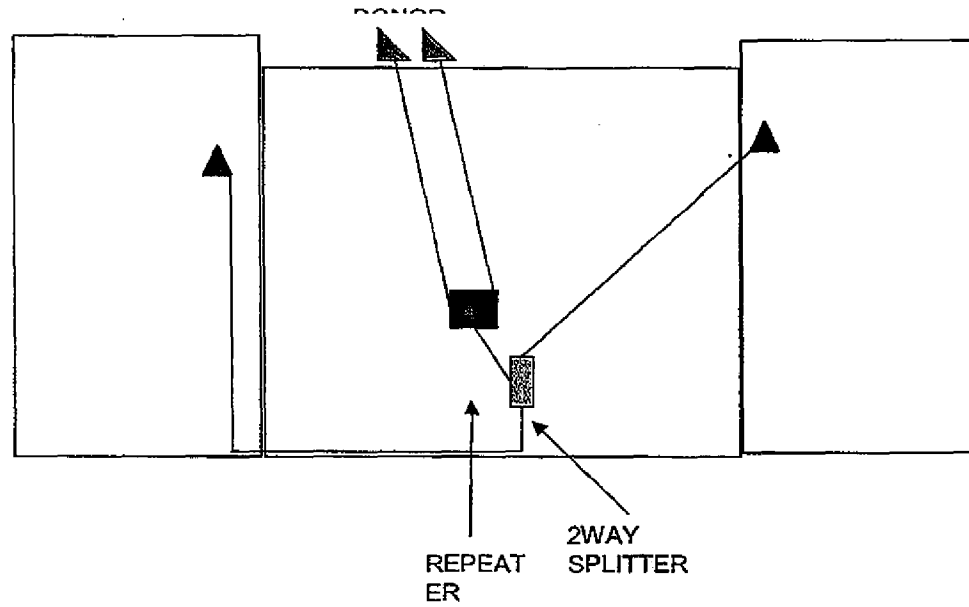
Qty of 2 half inch coax with N type connectors with one end connected to the donor antennas on the roof. This cable is then fed into an existing conduit through the roof into the telco closet. These cable feeds connect to the input to the repeater. The repeater is mounted on the wall taking up 2sq. ft. A two-way splitter is mounted next to the repeater taking up 4 sq. inches. Cable #1 (half inch coax) with N type connectors will connect to one side of the splitter and will extend above the ceiling tile to the North truck bay. Coverage antenna #1 an will mount above the ceiling tile taking up 1 sq. foot.

The other half inch coax cable #2 will connect to the other side of the splitter and then extend to above the ceiling tiles to the South truck bay. This coax will connect to the coverage antenna#2 above the ceiling tile taking up 1 sq. foot.

The donor antenna will take up 4 square feet on the roof top and the coverage antennas will take up 1 square foot each above the ceiling tile. The repeater will take up 3 sq. feet on the wall in the telco room.

080011-DD

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Version 1 issued 041105

Verizon Wireless xxx-xxxxxx-2005

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