

PLACEMENT LICENSE FOR CONSTRUCTION CAMERA

This Placement License Agreement ("Agreement") is entered into on _____ by and between _____, a _____, located at _____ ("Licensor"), and _____, a _____, located at _____ ("Licensee") (Licensor and Licensee, may be separately referred to herein as a "Party", collectively as "Parties"). The Parties hereby agree as follows:

1. LICENSE. Licensor hereby grants to Licensee the right to install and maintain a video camera ("License") on a portion of the common elements owned by the Licensor located on or near _____, sufficient for the placement of a video camera facing _____ ("Licensed Premises") for the use of video monitoring of _____ ("Permitted Use"). The exact location of the camera on the Licensed Premises shall be agreed upon by the Parties.

2. TERM OF LICENSE. The term of this License shall begin on _____ ("Commencement Date") and shall continue for twenty-four consecutive months ("Term"). The Term of this License may be extended, on a monthly basis, upon agreement of the Parties.

3. FEE. The fee payable by Licensee in respect of the Licensed Premises (the "Fee Payment") shall be a \$_____ ("Initial Fee") and \$_____ per month thereafter ("Monthly Fee"). Licensee shall remit the Fee Payment(s) in either: a) one payment of \$_____ payable upon the Commencement Date; or two payments of \$_____ and \$_____, the first payable on the Commencement date, and the second payable twelve months thereafter. The Fee Payment(s) shall be payable by Licensee to Licensor at Licensor's above-written address or such other place as Licensor may from time to time designate by notice to Licensee.

4. USE OF PREMISES. Licensee agrees that the Licensed Premises shall be used by Licensee only for the purposes specified as the Permitted Use, and for no other purpose or purposes. Licensor shall provide Licensee with access to the Licensed Premises during normal business hours at the commencement of this agreement for the installation of the video camera and thereafter to assess and service the video camera. Said access shall be at no additional charge to the Licensee. Licensor shall use reasonable efforts to facilitate such access and to assist Licensee (including allowing Licensee reasonable use of building facilities and services) in connection with erecting, installing/removing and maintaining the video camera. Licensee agrees to be accompanied by a building engineer or other person of Licensor's choosing when accessing the Licensed Premises.

5. DAMAGE TO THE BUILDING. If during the Term there shall be any material damage to the building or the Licensed Premises by fire or other casualty and if such damage shall materially interfere with the Licensee's use of the Licensed Premises as contemplated by this Agreement, and if the Licensor shall promptly restore the building or the Licensed Premises, as the case may be, to the extent reasonably necessary to enable the Licensee's use of the Licensed Premises within thirty (30) after the occurrence of such damage, then Licensee shall have the right to terminate this Agreement. In the event Licensor is unable or unwilling to restore or repair the building or Licensed Premises within such 30-day period, both Licensee and Licensor shall have the right to terminate this Agreement upon ten (10) days' written notice to the other without liability, cost or expense of either party to the other, other than obligations accrued through the date of such termination; provided, that the Licensor shall refund to Licensee an amount equal to the Monthly Fee times the number of full months in the terminated portion the Term.

6. LICENSEE'S DEFAULT If at any time during the Term any one or more of the following events (herein referred to as a "Default of Licensee") shall occur:

(a) Licensee shall fail to pay the Fee Payment when due or maintain insurance hereunder and such failure shall continue for a period of five (5) days following notice thereof from Licensor; or (b) Licensee shall fail to perform or observe any other covenant herein contained on Licensee's part to be performed or observed and Licensee shall fail to remedy the same within thirty (30) days after notice to Licensee specifying such neglect or failure, or, if such failure is of such a nature that Licensee cannot reasonably remedy the same within such thirty (30) day period, Licensee shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity,

then in any such case Licensor may terminate this License by notice to Licensee and Licensee will then quit and surrender the Licensed Premises to Licensor, provided that Licensee shall remain liable for the Fee Payment calculated to the date of termination and all damages, costs and expenses suffered or incurred by Licensor as a result of such Default of Licensee.

7. MISCELLANEOUS PROVISIONS

7.1 BROKERAGE. Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction.

7.2 ENTIRE AGREEMENT. All negotiations, considerations, representations, and understandings between the Parties are incorporated herein and this Agreement expressly supersedes any proposals or other written documents relating hereto. This Agreement may be modified or altered only by written agreement executed by the Parties.

7.3 GOVERNING LAW. This License shall be governed and construed in accordance with the laws of the State of _____.

7.4 NOTICES. Any notices under this Agreement shall be in writing and shall be delivered by hand or sent by overnight mail (such as Federal Express or U.S. Postal Service Express Mail), at the address for such Party provided above, or to such other addresses as may from time to time hereafter be designated by a party by like notice.

All such notices shall be effective when personally delivered or when delivered by the mail carrier, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date set forth above.

_____ LICENSOR

By: _____

_____ LICENSEE

By: _____