



PREMISES RIGHT OF ENTRY AGREEMENT

This Premises Right of Entry Agreement (hereinafter the "Agreement") is by and between _____ (hereinafter the "Owner"), with a mailing address of _____, and owning or legally possessing real estate located at _____ (hereinafter the "Premises") and the **Pyramid Lake Paiute Tribe**, on behalf of itself and its affiliates (hereinafter collectively "PLPT Telecom"), with a mailing address of:

Attn: PLPT Telecom C/O Pyramid Lake Paiute Tribe, PO Box 256, Nixon NV, 89424 .

This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). PLPT Telecom and Owner may individually be referred to as a "Party" or collectively as the "Parties."

THE PARTIES AGREE AS FOLLOWS:

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, the Owner hereby grants to PLPT Telecom a non-exclusive right of entry to the Premises and those buildings of the Owner located on the Premises (including building rooftop(s)) ("Buildings") for the installation, attachment, maintenance, modification, inspection, relocation, repair, upgrade, replacement or removal of any equipment and facilities and other communications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively, "Equipment") to provide any of PLPT Telecom's services (hereinafter the "Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes PLPT Telecom to utilize those conduits and ducts of Owner that Owner may designate as available for PLPT Telecom's use (collectively "Conduit").
- b. The rights herein granted to PLPT Telecom shall include the use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. All of the above grants and authorizations given by the Owner are to the extent necessary or desirable for PLPT Telecom to provide its Services to the Premises and shall extend to PLPT Telecom's authorized agents.
- d. The Equipment is not, and shall not be, deemed to be, affixed to or a fixture of the Premises. If requested by the Owner, PLPT Telecom shall provide the Owner with the proposed route for the equipment installed on the Premises. PLPT Telecom shall install, operate and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws.

2. OWNER REPRESENTATIONS. Owner represents and warrants to PLPT Telecom that Owner is the legal owner of or has lawful possession of the Premises, the Building(s), and Conduit (if applicable) and that no other person has any rights in the forgoing that conflict with PLPT Telecom's rights under this Agreement. Owner recognizes PLPT Telecom's right to have exclusive control over any PLPT Telecom-installed Equipment. Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, PLPT Telecom's Equipment for any purpose without PLPT Telecom's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of the Owner represents that the undersigned is Owner's authorized agent and has full authority to bind the Owner to the terms and conditions of this Agreement.

3. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES. As may be required by law, PLPT Telecom or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone, and sewer lines) that are located in areas in which PLPT Telecom intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. PLPT Telecom shall be responsible for any damage to public utility lines that are located along the routes or in the location in which PLPT Telecom installs any Equipment to the extent such damage arises from PLPT Telecom's installation activities.



4. **RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If the Owner has private underground lines at the Premises that could impact PLPT Telecom's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes, and wires (collectively "Impacted Private Lines"), then both Parties shall, in advance of any underground construction performed by PLPT Telecom, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, the Owner provides below its authorized representative (with contact information) regarding the Joint Effort. (Please print clearly)

Name: _____

Address &/or email: _____

Phone: _____

After the Joint Effort, the following shall take place: (i) PLPT Telecom will decide on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same, and (ii) If deemed by PLPT Telecom necessary to do so, a qualified PLPT Telecom contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by PLPT Telecom. In the event that PLPT Telecom damages any clearly marked Impacted Private Lines along the routes or in the location in which PLPT Telecom installs any Equipment, and only to the extent such damage(s) arise from PLPT Telecom's Equipment installation activities on the Premises, then PLPT Telecom shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to PLPT Telecom no later than thirty (30) days after PLPT Telecom's initial installation of Equipment.

5. **INSURANCE.** PLPT Telecom shall maintain, at PLPT Telecom's sole cost and expense, (i) commercial general liability insurance, including Property Damage, Bodily Injury, and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of PLPT Telecom, damages to the Premises and (b) the operations of PLPT Telecom at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
6. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is five (5) years after the Effective Date, or (ii) the date that is 6 months after the date that PLPT Telecom is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, the Owner may terminate this Agreement upon 90 days advance written notice to PLPT Telecom in the event PLPT Telecom is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during the 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. PLPT Telecom may, within 90 days of the expiration or termination of this Agreement, elect to remove PLPT Telecom's Equipment or abandon in place all or certain portions of PLPT Telecom's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
7. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the assignor's obligations hereunder and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock, or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives, and assigns.
8. **LIMITATION OF LIABILITY.** PLPT TELECOM MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE EQUIPMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL PLPT TELECOM, OR ITS OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
9. **INDEMNIFICATION.** Each Party will indemnify, defend, and hold the other harmless from and against all liability, loss, costs, and damages (together with reasonable attorneys' fees associated therewith) arising out of any third-party claims resulting from the negligence, willful misconduct of a Party, or breach of this Agreement (including but not limited to any representation or warranty hereunder).



- 10. **JURY TRIAL WAIVER.** IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY, OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, THE PARTIES EACH HEREBY WAIVE THEIR RIGHT, IF ANY, TO TRIAL BY JURY.
- 11. **Venue.** This Agreement shall be deemed executed on the Pyramid Lake Paiute Reservation, Nevada. The venue for any dispute resolution shall be Nixon, Nevada. The Pyramid Lake Tribal Court, Nixon, Nevada shall have jurisdiction over any disputes arising from this agreement.
- 12. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to and supersedes all prior agreements, promises, and understandings, whether oral or written, with respect to the subject matter contained herein. This Agreement shall not be modified, amended, supplemented, or revised except by a written document signed by both Parties.
- 13. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 14. **NO WAIVER.** Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
- 15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

This Agreement shall be construed to be in accordance with the laws of the State where the Premises is located.

PLPT TELECOM: *(type in PLPT Telecom Legal Entity Name below)*

OWNER: *(type in Owner/Legal Entity Name below)*

PLPT Telecom

By: PLPT Telecom Communications, IT Director

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____