

7. **DAMAGE TO BUILDING, CONTENTS/EXTERIOR FACILITIES:** USER is responsible for damage to Studio furnishings, fixtures, cyc wall or equipment as well as any damage to CITY facilities located on the exterior of the Studio caused by USER'S guests, agents or contractors, ordinary wear exempted. USER shall take all precautions to maintain the Studio in good repair and restore and return the Studio back to the CITY upon the termination of this Agreement. If USER does not maintain the Studio as required by this Agreement the CITY may enter the Studio and do all things necessary to restore the Studio to the prior condition, with all costs being charged to the USER. *Warning:* cyc wall repair or replacement is very expensive and by signing this Agreement USER agrees to all charges related to repair or replacement of the cyc wall that may be necessary as a result of USER's occupancy of the Studio.

8. **ATTACHMENTS:** No attachments are allowed on any surface in the Studio, including pins, staples, nails or similar fasteners nor shall any adhesive tapes be applied to flooring unless approved in advance by the CITY.

9. **PUBLIC SAFETY:** USER agrees that at all times it will conduct its authorized activities with full regard to public safety and will observe and abide by all applicable municipal, state and federal laws and regulations as well as requests by CITY and duly authorized governmental agencies responsible for public safety. CITY also reserves the right to eject or cause to be ejected from the Studio any person engaging in objectionable conduct, including, but not limited to: disruption of other Studio or Media Center operations; exposing property or persons to risk of damage or injury; unreasonable noise; or any illegal conduct. Neither the CITY, nor any of its officers, agents or employees is liable to USER for any damages or injuries sustained by USER through CITY's exercise of its right to eject.

10. **PROPERTY LIABILITY:** CITY assumes no responsibility whatsoever for any property placed by USER in the Studio. USER expressly releases and discharges CITY from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Studio under this Agreement. Any additional security or other protective service desired by USER must be arranged for by special agreement with the CITY and USER is responsible for all costs connected with any additional services.

11. **COMPETENCY OF PERSONNEL:** USER certifies that all employees, agents or others working for or on behalf of USER in the Studio are knowledgeable in the operation of Studio equipment and procedures.

12. **PROPERTY LEFT BEHIND:** The CITY assumes no responsibility for personal items, equipment or other items that remain in the Studio after the expiration of this Agreement. Items left will be maintained for a period of 30 days. If not claimed within 30 days, the items are subject to disposal at the CITY'S discretion. The CITY reserves the right to charge storage for items left in the Studio.

13. **ACCESS:** It is understood and agreed that the CITY reserves the right to control and manage the Studio and to enforce all necessary and proper rules for its management and operation. Authorized CITY employees will have free access at all times to all spaces occupied by USER.

14. **PUBLIC LIABILITY INSURANCE REQUIRED:** Comprehensive Liability Insurance is required for use of the Studio. USER'S insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: a) provide at least \$1 million combined single limit per occurrence of Comprehensive Liability Insurance from an Insurance company with a Standard & Poor's rating of at least "BB"; b) if an Aggregate Policy, the combined limit must be at least \$2 million; c) name the City of Glendale as additional insured by endorsement; and d) specify the dates applicable inclusive of the use requested.

15. **INDEMNIFICATION:** USER shall indemnify, defend, save and hold harmless the CITY and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of USER or any of its owners, officers, directors, agents, employees, invitees or contractors, arising out of or related to USER'S occupancy and use of the Studio. It is

the specific intention of the Parties that the CITY shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by USER from and against any and all claims. It is agreed that USER will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Studio, USER agrees to waive all rights of subrogation against the CITY its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Studio unless the rights arise due to the negligent or willful acts or omissions of the CITY.

16. ASSIGNMENT: USER may not assign or sublet this Agreement without the written consent of the CITY.

17. COOPERATION: USER and CITY mutually agree to provide reasonable notice and opportunity to address or cure the performance of the terms or issues related to the use authorized under this Agreement. USER acknowledges that situations involving safety of personnel or imminent risk of damage to the Studio may provide little or no opportunity for notice or cure before CITY action is required.

18. PATENTS, TRADEMARKS, LICENSES: USER assumes all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in its use. USER agrees to indemnify, defend and hold harmless CITY from any claims or costs, including, but not limited to, penalties and legal fees, which might arise from use of any of the material described above.

19. SCHEDULING OF OTHER EVENTS: CITY may schedule and contract with other parties for uses that are adjacent to, in close proximity of or similar in nature to the use authorized under this Agreement. The CITY may schedule and contract for these events during USER'S planned use without notice to USER, unless otherwise specified in writing by the CITY.

20. JURISDICTION: The laws of the state of Arizona shall govern this Agreement.

21. NOTICES: Any notice permitted or required under this Agreement must be delivered personally or by United States Postal Service, certified mail with return receipt requested to the addresses as shown below. Notice is considered received upon date of delivery.

22. CONFLICTS: This Agreement is subject to cancellation for conflicts of interest under the provisions of ARIZ. REV. STAT. ANN. § 38-511.

23. ENTIRE AGREEMENT: The Parties agree that all agreements are fully set forth above and that no oral statement or representations of any kind have been made upon which either party shall have the right to rely. This provision does not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this Agreement or that would be in the best interests of the operation of the Studio.

24. AUTHORITY: The individual signing below and on behalf of USER certifies that the individual is authorized to enter this Agreement and to bind USER to all of its term and conditions.

[SIGNATURES ON FOLLOWING PAGE]

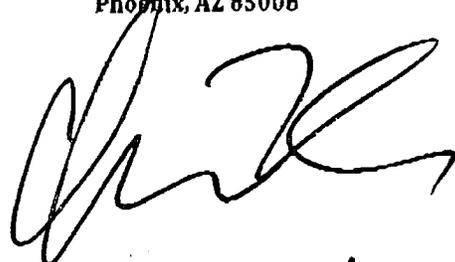
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as shown below.

CITY: City of Glendale
Attn: Marketing
5850 West Glendale Avenue
Glendale, AZ 85301

USER: Scripps Media, Inc. dba KNXV-TV
515 North 44th Street
Phoenix, AZ 85008

with a copy to:

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

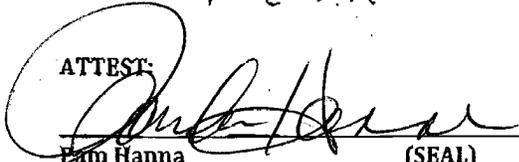


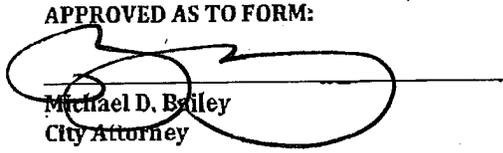
Title: Chief Broadcast Engineer

Title: News Director

Date: 1-6-2016

Date: 1-7-16

ATTEST:

Pam Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

1/20/2015

PRODUCER (513) 421-6515 FAX (513) 421-6113
W P. Dolle, LLC
 201 East Fifth Street
 Suite 1000
 Cincinnati, OH 45202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Scripps Media, Inc. dba KNXV-TV
 515 North 44th St.
 Phoenix, Arizona 85008

INSURER A: Travelers Property Casualty Co. of America

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TC2JGLSA133D0313-14 To be determined	02/01/2014 02/01/2015	02/01/2015 02/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ XXXX
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COM/OP AGG \$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JEC <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO DAMAGE				OTHER THAN EA ACC \$
	<input type="checkbox"/> HIRED & NON-OWNED				AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Glendale, AZ, is named additional insured lessor only as respects the terms of the Use Agreement for Glendale Media Center Studio A from January 21, 2014 to February 2, 2015.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

City of Glendale
 Attn: Marketing
 5850 West Glendale Avenue
 Glendale, Arizona 85301

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

