

**LEASE AGREEMENT**  
**Between**  
**THE CITY OF COLUMBIA**  
**And**  
**NPG of Missouri, LLC**  
**For**  
**CAMERA AGREEMENT AT COLUMBIA REGIONAL AIRPORT**

THIS AGREEMENT ("Agreement") by and between the City of Columbia, Missouri, a municipal corporation ("City"), and NPG of Missouri, a Limited Liability Corporation, organized in the State of Missouri, and with authority to transact business within the State of Missouri, ("Tenant"), is entered into on the date of the last signatory below ("Effective Date"). City and Tenant are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City owns and operates Columbia Regional Airport upon a tract of land located at 11300 South Airport Drive Columbia, Missouri (the "Property"); and

WHEREAS, the north terminal building and surrounding area on the Property are used for airport purposes; and

WHEREAS, Tenant desires to lease from City a portion of the exterior roof area of the north terminal building for the exclusive purpose of installing, operating and maintaining Tenant's camera and equipment for use during media broadcasts, and City is willing to grant a lease to Tenant for such purpose subject to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration received and acknowledged by the parties hereto, City and Tenant agree as follows:

1. The recitals above are true and correct.
2. City leases to Tenant and Tenant leases from City certain space for the installation, placement, operation and maintenance of certain camera(s) and equipment(s) (the "Equipment"), such space more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Leased Space").
3. The term of this Agreement shall be for a period of five (5) years from the date Tenant commences installation of its equipment (the "Term Commencement Date"). Notwithstanding any provision contained in this Agreement to the contrary,

Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement with at least ninety (90) days' written notice without further liability by delivering prior written notice to City. In the event the Leased Space will be demolished for Airport improvement, City will provide Tenant thirty (30) days' notice to remove equipment.

4. Tenant shall use the Leased Space solely for the purpose of installing, removing, upgrading, replacing, modifying, operating, and maintaining its Equipment; provided, however, Tenant's right to use the Leased Space is contingent upon it continually maintaining all certificates, permits and other approvals that may be required by all federal, state or local authorities, including those specific to airport premises compliance. Failure to maintain same shall automatically suspend this Agreement, however, Tenant will be given a reasonable time to ensure that any deficiencies causing such failure is rectified.

5. Tenant acknowledges that this lease contemplated hereunder is non-exclusive with respect to areas outside of the Leased Space, and City may in its sole discretion grant other licenses, leases, and permits to parties other than Tenant provided such grant shall not unreasonably interfere with Tenant's operation of its Equipment. Tenant will be responsible for repairing and maintaining its Equipment and any other improvements installed by Tenant at the Leased Space in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of City, its agents, contractors or employees, Landlord will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. City will maintain and repair all other portions of the Property in a proper operating and reasonably safe condition.

6. Beginning on the first day of the first full month after the Term Commencement Date Tenant shall pay monthly rent to City payable in advance on or before the first day of each calendar month during the term of this Agreement, the sum of fifty dollars (\$50.00).

7. City acknowledges that it currently provides electricity to the Leased Space and will continue to do so during the term of this Agreement in accordance with the terms of this provision. In addition to payment of monthly rent, Tenant will pay City, in advance, for power consumption at the Leased Space, a monthly utility fee ("Utility Fee") in the amount of \$20.00. The Utility Fee payments will begin on the Term Commencement Date and continue to be due on the same date as each

monthly payment of rent until this Agreement terminates for any reason, partial years (or months, as appropriate) to be prorated. Commencing on the first anniversary of the Term Commencement Date following the Execution Date, and once a year thereafter, City may request an increase in the monthly Utility Fee based upon City's increased electrical energy cost. Such request shall be supported by City's first month utility invoice of the year with such invoice from the last month of the then current year. Alternatively, Tenant may also request not more than once a year a decrease in the monthly Utility Fee if it reasonably believes that its Equipment usage has decreased over the past year. Upon such request, City will provide City's first month utility invoice of the year with such invoice from the last month of the then current year. City shall not be liable to Tenant or any other person for any damages arising from its failure to supply the electricity, or for surges, interruptions, or other power outages.

8. Tenant shall install at Tenant's expense, its Equipment as specified on **Exhibit B** attached hereto, in compliance with City's standards, rules, and regulations as set forth in said Code of Ordinances of Columbia, Missouri. All proposed construction and installation to be performed must be reviewed and approved by City prior to commencement of such construction. All equipment shall be installed by contractors approved by City. Notwithstanding anything to the contrary contained herein, any contractor must still obtain all necessary licenses from the City of Columbia and verification of security screening for airport work. In the event Tenant desires to penetrate the roof, Tenant must use existing penetrations if possible. City must approve any new penetrations into the roof area. Notwithstanding anything to the contrary contained herein, Tenant may, at its expense, make improvements on and to the Leased Space as it deems necessary or desirable from time to time for the operation of the facilities. City will not be entitled to any increases in rent due to the installation, modification, upgrade or expansion of the Equipment, unless they are installed outside the Leased Space. City agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Leased Space, the Equipment and contemplated use thereof.

9. Tenant shall operate the Equipment in such a manner that it will not interfere with the operations of City, with other equipment on the Property on the Execution Date or with airlines communication, provided all previously mentioned equipment is properly operating. Likewise, City will not permit or suffer the installation of any equipment on the Property after the Execution Date that: (i) results in technical interference problems with the Equipment or (ii) encroaches onto the Leased Space. Tenant shall comply with all requirements and regulations of the Federal Communications Commission.

10. Tenant shall promptly pay for any construction or maintenance of its Equipment and shall not permit any mechanics lien to be filed against the Property or any part thereof by reason of work, labor services or materials supplied to Tenant.

11. Tenant acknowledges the areas where the Equipment is to be located are part of secured airport property, and City may impose reasonable restrictions on the time and means of access to the Leased Space as City deems reasonably necessary for security purposes. Tenant must establish background check procedures to assure that all persons employed by Tenant or who are doing any work as independent contractors for Tenant are in compliance with all requirements of 49 CFR 1542.

12. Tenant shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Tenant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Tenant under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.

- (a) Workers' Compensation & Employers Liability. Tenant shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- (b) Commercial General Liability. Tenant shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (c) Business Auto Liability. Tenant shall maintain Business Automobile Liability at a limit of not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Tenant does not own automobiles, Tenant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- (d) Tenant may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Tenant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Coverage shall be provided by an insurance company authorized to do business in the State of Missouri. City shall be endorsed as an additional insured. Coverages must meet Missouri statutory requirements. Tenant shall provide City with certificates of insurance evidencing coverage limits and endorsements required are maintained and in full force and effect for the term of this Lease. City reserves the right, but not the obligation, to review and revise any insurance requirement. In the event Tenant fails to maintain and keep in force the required insurance, City shall have the right to cancel and terminate this Lease without notice. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Tenant and/or their employees and/or their agents under this Lease.

13. To the fullest extent not prohibited by law, Tenant shall indemnify and hold harmless the City, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Tenant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Tenant or a subcontractor for part of the services), of anyone directly or indirectly employed by Tenant or by any subcontractor or for anyone for whose acts Tenant or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however require Tenant to indemnify, hold harmless or defend the City, or its employees, agents or contractors from its or their own negligence or willful misconduct. City shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation with Tenant, in which case Tenant shall pay the reasonable legal expenses of City.

14. Tenant shall comply with all federal, state and local statutes, ordinances and regulations including but not limited to the Federal Communication Commission (FCC) and the Federal Aviation Administration (FAA). Tenant shall at Tenant's expense immediately correct any non-compliance or violation of all applicable laws. Tenant shall satisfy all requirements for marking and lighting requirements of its equipment. Tenant shall not cause or permit the storage of any hazardous materials or waste on the Leased Space.

15. In no event shall the language of this Lease constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

16. Upon the expiration or other termination of this Agreement, Tenant shall quit and surrender to City the Leased Space in good order and condition, wear and tear excepted, and Tenant shall remove all of its Equipment. If within thirty (30) days after termination of this Agreement, Tenant has not removed its Equipment and restored the Leased Space, City may do so and Tenant shall reimburse Landlord for all expenses and costs for removal and restoration.

17. Tenant shall be responsible for payment of all personal property and other taxes assessed upon the ownership and use of the Equipment covered by this Agreement.

18. All notices to either Party shall be in writing and are effective when deposited in the U.S. mail certified and postage prepaid, or when sent via nationally-recognized courier delivery service, to the address set forth below or as otherwise provided by law:

**Notice to City:**

Columbia Regional Airport  
11300 Airport Drive  
P.O. Box 6015  
Columbia, Missouri 65205  
Attn: Airport Manager

Notice to Tenant:

NPB of Missouri, LLC  
501 Business Loop 70 E  
Columbia, MO 65201  
Attn: General Manager

**With a Copy to:**

City of Columbia – Law Department  
701 East Broadway  
P.O. Box 6015  
Columbia, Missouri 65205  
Attn: City Counselor

19. This Agreement shall be constructed in accordance with the law of Missouri, and the venue of any litigation shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term or provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, it still shall not affect the remaining terms of the Agreement which shall remain in effect.

20. Neither party shall assign this Agreement or its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

21. City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Tenant agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

22. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

23. This Agreement shall be deemed to meet the commercial lease safe harbor of the U.S. Bankruptcy Code. In the event Tenant files for bankruptcy relief, Tenant shall within the applicable time limits of the U.S. Bankruptcy Code, either affirm the Agreement and

bring all payments current or reject the Agreement and timely remove its equipment.

24. The Tenant expressly understands this Agreement is subordinate and subject to all existing agreements and any future agreements between Landlord and the FAA and between the Landlord and the State of Missouri. During state or national emergency this Agreement may be suspended. This Agreement is further subordinate to the provisions of any existing or future agreement between City and the United States government relative to the operations or maintenance of the airport.

25. Tenant agrees to prevent any use of the Leased Space areas that would knowingly interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard. Tenant shall restrict the height of any antennas or other equipment to comply with Federal Aviation Regulations, Part 77.

26. The Lease Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

27. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

**Exhibit:**

- |   |                          |
|---|--------------------------|
| A | Leased Space             |
| B | List of Equipment        |
| C | Certificate of Insurance |

In the event of a conflict between the terms of any of the Lease Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

28. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the Lease herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Tenant's Lease described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

*[Handwritten signature]*  
*8/10/21*

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor / MDB

(Seal)

**NPG of Missouri, LLC**

By: \_\_\_\_\_  
Curtis Varns, General Manager

Date: July 19, 2021

ATTEST:

By: *Donna Farmer*

Name: Donna Farmer, Business Manager



**Exhibit A**  
Leased Space



**Exhibit B**  
List of Equipment

- Video camera
- Electronic weather station (Also known as a weather head)
- Computer
- Video cables
- UPS battery back up



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

7/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Travelers Property Casualty Co of America		25674
INSURER C: AXIS Insurance Company		37273
INSURER D: Westchester Fire Insurance Company		10030
INSURER E:		
INSURER F:		

COVERAGES \*\*\* CERTIFICATE NUMBER: 17717408 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EMPLOYEE BENEFITS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 9809408-06	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY DED 1,000/1,000	N	N	BAP 9809409-06	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	ZUP-81M46167-21-NF G71788854002	3/1/2021 3/1/2021	3/1/2022 3/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	N	N	WC 9809407-06	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	MEDIA LIABILITY	N	N	P001000110006	3/1/2021	3/1/2022	LIMIT: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THE CITY OF COLUMBIA IS CONSIDERED ADDITIONAL INSURED WITH RESPECT TO EXCESS LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17717408 THE CITY OF COLUMBIA 11300 SOUTH AIRPORT DRIVE COLUMBIA MO 65205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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