

A G R E E M E N T

For cooperative shared use of General Mobile (Citizens' Class A) Radio Station.

Version 4 of May, 2020.

1. PURPOSE. The purpose of this Agreement is to provide for cooperative shared use of a two-way radio mobile relay station (herein called "REPEATER"), pursuant to §95.1705(f)(4) of the Rules and Regulations of the Federal Communications Commission (herein called "FCC").

2. PARTIES. Mr. P. Randall Knowles (herein called "OPERATOR") owns and operates a REPEATER in the northwest suburban area of metropolitan Chicago, Illinois. The REPEATER system is intended to facilitate communication of brief personal messages as currently permitted by the FCC in the General Mobile Radio Service (herein called "GMRS"). A person licensed in the Class A Citizens' or General Mobile Radio Service who:

a) resides in, and is authorized by the FCC for regular two-way radio operation on the frequency 467.675 MHz within the six (6) county Chicago, Illinois metropolitan area, and,

b) who indicates desire to utilize OPERATOR'S REPEATER system to communicate, in accordance with §95.1705(f)(4) of the FCC Rules and Regulations (47 CFR Part 95), by entering into this Agreement,

shall herein be called "USER". OPERATOR may enter into this Agreement with a person not yet authorized as indicated in subparagraph a) above, provided that: such person shall immediately file application for such authorization with the FCC, and no use of the REPEATER shall be permitted by that person unless and until such authorization is granted to him/her by the FCC. The term "USER" herein also applies to such person.

3. DUTIES OF OPERATOR. OPERATOR will maintain a REPEATER system in operating order in the north or northwest area of metropolitan Chicago, Illinois. OPERATOR has obtained all necessary FCC licenses for operation of such a REPEATER, and will maintain and keep them valid. The REPEATER shall be licensed in the name of OPERATOR to transmit on the frequency 462.675 MHz, and to be utilized or operated by properly licensed radio equipment transmitting on the frequency 467.675 MHz. OPERATOR shall carry out all duties and responsibilities as the REPEATER licensee under the FCC Rules and Regulations.

4. USER'S EQUIPMENT. USER shall be responsible to obtain and maintain all his/her radio equipment to transmit on the frequency 467.675 MHz and receive on the frequency 462.675 MHz in order to utilize the REPEATER system.

5. USER'S FCC LICENSE(S). USER must obtain and keep valid Class A Citizens' or General Mobile Radio Service license(s) from the FCC permitting transmission on the frequency 467.675 MHz within the Chicago, Illinois metropolitan area, and further expressly agrees to the following conditions:

(a) USER will not submit any application to the FCC for any such license(s) until he/she first submits each such application, together with all attachments, to OPERATOR, and obtains the written approval of OPERATOR, and

~~(b) Upon termination of cooperative shared use of the REPEATER under paragraph 12 of this Agreement, USER will immediately return to the FCC for cancellation all his/her licenses permitting transmission on the frequency 467.675 MHz within One hundred fifty (150) miles of Chicago, Illinois, and [Reserved]~~

(c) USER will furnish OPERATOR a copy of every license issued by the FCC which permits him/her to operate on the frequency 467.675 MHz. USER will include all attachments and conditions of such license(s), and will immediately furnish such copies of any such license(s) issued at any future time during the duration of cooperative shared use under this Agreement.

6. USER'S OPERATING DUTIES. USER shall:

(a) Maintain a current copy of the FCC Rules and Regulations governing the General Mobile Radio Service (47 CFR 95) and keep such rules available for immediate reference, and,

(b) comply with the terms of this Agreement and all FCC Rules and Regulations for the General Mobile Radio Service at all times, and,

(c) prevent unauthorized persons from gaining access to or using any transmitters on the frequency 467.675 MHz owned by, or under the control of USER or operating under the authority of his/her FCC license(s), and,

(d) not use any radio transmitter which will utilize or cause any operation of the REPEATER until USER first provides OPERATOR with a full description of each such transmitter in writing, including make, model, output power in watts, number of frequencies, and FCC type acceptance or certification number, and has been assigned a unit designator by OPERATOR for identifying that transmitter under subparagraph e) below, and,

(e) identify each transmitter utilizing or causing operation of the REPEATER by the designator assigned to it by OPERATOR under subparagraph d) above at least once at the beginning and once at the end of each contact or communication or attempted contact or communication, whether such designator be a name, number, or other designator, and,

(f) immediately notify OPERATOR, in writing, of any change(s), addition(s), or deletion(s) of transmitters which utilize or cause operation of the REPEATER, in accordance with the terms of subparagraph d) above, and,

(g) be fully responsible for the on-the-air conduct of all persons operating transmitters on the frequency 467.675 MHz under the authority of his/her FCC license(s) within One hundred fifty (150) miles of Chicago, Illinois, and,

(h) assure that all persons transmitting on the frequency 467.675 MHz, within One hundred fifty (150) miles of Chicago, Illinois under the authority of his/her FCC license(s) fully comply at all times with all requirements of this Agreement, and particularly paragraphs 6 and 7 of this Agreement. All duties concerning the manner of causing the operation or utilization of the REPEATER which are imposed by this Agreement upon USER shall likewise apply to all other persons transmitting under the authority of his/her FCC license(s). Such operating duties include, but are not necessarily limited to, those enumerated in this subparagraph and subparagraphs 6 a), 6 b), 6 c), 6 d), and 6 e) above, and subparagraphs 7 a), 7 b) and 12 c) below and the OPERATING PROCEDURES attached.

7. CONTROL OF REPEATER. The REPEATER shall be under the full and complete control of OPERATOR and his designated agents at all times.

a) USER shall operate or utilize the REPEATER only pursuant to permission of OPERATOR and in accordance with the terms of this Agreement and the Rules and Regulations of the FCC. USER agrees to comply at all times with all instructions and/or procedures of OPERATOR for use or operation of the REPEATER.

b) OPERATOR may, at any time, order any USER, or any or all other persons transmitting under the authority of USER'S FCC license(s), or both, to immediately cease utilizing or causing the operation of the REPEATER. USER agrees that upon such order he/she will not operate on the frequency 467.675 MHz within One Hundred Fifty (150) miles of Chicago, Illinois, nor allow any other person to so operate under the authority of his/her FCC license(s). USER further agrees to so continue refraining from such operation until again authorized to do so by OPERATOR. Any orders by OPERATOR under this subparagraph need not be written and may be oral, including via two-way radio.

c) OPERATOR may take any disciplinary or other necessary action against any USER who violates the terms of this Agreement or who causes (or is responsible, under subparagraph 6 g) or 6 h) of this Agreement, for others who cause) undue, deliberate, or repeated interference to the use of the REPEATER.

8. COST SHARING PLAN. Sharing of costs related to the REPEATER system shall be equitably divided among USERS. USER shall pay OPERATOR the fees, charges and rates specified in the FEE SCHEDULE currently in effect. (The FEE SCHEDULE currently in effect at the time of signing of this Agreement will be attached hereto). OPERATOR shall maintain records of all such payments and keep all collected funds in a separate REPEATER ACCOUNT. Expenditures from this account shall be only for capital or operating expenses of the REPEATER system, and OPERATOR shall collect and keep such funds on a strict non-profit basis. All equipment of the REPEATER system shall remain property of OPERATOR, and no USER or any other person shall have any interest therein.

9. USER PAYMENTS. The FEE SCHEDULE currently in effect shall specify the rates for all payments by each USER.

a) When USER, or any person for whom USER is responsible under subparagraph 6 g) or 6 h) of this Agreement, commences to utilize or cause operation of the REPEATER, the USER shall be obligated to pay to OPERATOR the MONTHLY FEE specified in the FEE

SCHEDULE then in effect for each and every month or fraction thereof such use or operation of the REPEATER continues or is permitted under this Agreement and the FCC Rules and Regulations.

b) At the option of OPERATOR, the MONTHLY FEE may be billed quarter annually, in advance. When so billed, the MONTHLY FEE shall be payable quarter annually, in advance, and any change(s) in the MONTHLY FEE which affect(s) the amount of the MONTHLY FEE during a quarter annual period shall be reflected in the payment of the MONTHLY FEE for the next succeeding quarter annual period.

c) If the MONTHLY FEE is not billed as provided in subparagraph b) above, payment of MONTHLY FEES shall be made within thirty (30) days of mailing of billing to USER at his/her last address of record with OPERATOR. OPERATOR will not normally bill for more than twenty-four (24) months at a time, and any portion of a bill exceeding twenty-four (24) months need not be paid within thirty (30) days, but shall be paid within One hundred twenty (120) days.

d) USER shall be obligated to pay the MONTHLY FEE for any transmitter removed from service or not utilizing or causing operation of the REPEATER unless written notice of same, pursuant to subparagraph 6 f) of this Agreement, is received by OPERATOR.

e) The FEE SCHEDULE may be amended by OPERATOR, provided that any change will only become effective upon written notice to USER at his/her last address of record with OPERATOR at least sixty (60) days prior to any such change(s), and further provided that such written notice contains a copy of the new FEE SCHEDULE showing the date it takes effect and all charges, rates, and fees.

f) No MONTHLY FEE shall be due for any month during which the REPEATER is continuously non-functional for a period of at least One hundred twenty (120) hours (5 days). No MONTHLY FEE shall be due for any month in which USER is ordered by OPERATOR not to utilize or cause operation of the REPEATER under subparagraph 7 b) of this Agreement for a continuous period of at least One hundred twenty (120) hours (5 days).

g) Nothing in this Agreement shall prevent OPERATOR from waiving, for any particular time period, the payment of any sums hereunder, provided that, such waiver shall apply to all USERS for the time period.

10. EMERGENCY CHARGE. Whenever the funds available in the REPEATER ACCOUNT established pursuant to Paragraph 8 of this Agreement are insufficient to keep the REPEATER system in proper working order, OPERATOR may charge USERS an EMERGENCY CHARGE in order to restore the REPEATER system to proper working order.

a) The total amount estimated necessary for such restoration by OPERATOR shall be reduced by whatever funds are available in the REPEATER ACCOUNT (excepting thirty-five dollars (\$35.00) to remain in the account), and the remaining needed balance shall be the total of all EMERGENCY CHARGES of all USERS.

b) The share of each USER shall be calculated by multiplying the total of all EMERGENCY CHARGES, as determined by subparagraph a) above, by a fraction, the numerator

of which shall be the amount of the USER'S MONTHLY FEE then in effect under subparagraph 9 a) of this Agreement, and the denominator of which shall be the total of all such MONTHLY FEES then in effect for all USERS.

c) Any EMERGENCY CHARGE under this paragraph shall be paid by each USER immediately upon written notice of same by OPERATOR mailed to USER'S last address of record with OPERATOR.

11. COMMENCEMENT. Unless otherwise indicated, this Agreement shall take effect on the latest date indicated on the lines provided for signatures at the end of this document. Nothing in this Agreement shall be intended to prevent specific provision for an earlier or later date or retroactive effect.

12. TERMINATION. Shared cooperative use of the REPEATER under this Agreement by USER and all other persons transmitting under the authority of USER's FCC license(s) may be terminated under the following procedures:

a) USER may so terminate by written notice to OPERATOR. Termination shall take effect on the first day of the second month following receipt by OPERATOR of such written notice.

b) OPERATOR may so terminate with respect to USER by written notice to USER. Termination shall take effect on the first day of the second month following mailing, by certified mail, of such notice by OPERATOR to USER at his/her last address of record with OPERATOR.

c) Any USER so terminated agrees not to transmit, nor allow others to transmit on any equipment owned by or under his/her control, nor under the authority of her/her FCC license(s), on the frequency 467.675 MHz within One hundred fifty (150) miles of Chicago, Illinois, except upon, and only to the extent of, prior written agreement of OPERATOR.

d) USER further agrees that upon termination OPERATOR shall have the right of first option to purchase all transmitting crystals for the frequency 467.675 MHz for all equipment owned by or under the control of USER, or which had or may be operated under the authority of his/her FCC license(s) within One hundred fifty (150) miles of Chicago, Illinois.

i) The first option purchase price shall be five dollars (\$5.00) for each transmitting crystal, and shall be exercisable at the option of OPERATOR for ninety (90) days following termination.

ii) In the case of transmitting elements, USER shall submit each such element to OPERATOR for removal of each such crystal, and OPERATOR shall return each element, minus each transmitting crystal so purchased.

iii) When any piece of equipment may continue to operate the REPEATER under the authority of another currently authorized USER'S FCC license(s), no such option shall apply to the crystals for that particular piece of equipment.

iv) During such ninety (90) day option period USER shall not dispose of any equipment in any way so as to interfere with or impede OPERATOR'S right of first option to purchase under this subparagraph.

13. WAIVER OF PRIVACY. USER waives the provisions of Section 705 of the Communications Act of 1934, as amended (47 U.S.C. 605) as applied to OPERATOR and all other USERS, and all persons operating under the authority of their FCC licenses as follows.

a) Such waiver shall apply to all transmissions made on the frequencies 462.675 MHz and 467.675 MHz by USER or any person operating under the authority of his/her FCC license(s). Such waiver shall not apply to any person not authorized to utilize the REPEATER pursuant to the Rules and Regulations of the FCC and this Agreement.

b) For purposes of this waiver, both USER and OPERATOR agree that all persons authorized to utilize or cause operation of the REPEATER shall be deemed an addressee of every transmission of the REPEATER. Further, for purposes of this waiver USER authorizes all persons who may utilize or cause operation of the REPEATER to intercept any radio communication and divulge or publish the existence, contents, substance, purport, effect, or meaning of such intercepted communication sent under the authority of USER'S FCC license(s).

c) However, this waiver only applies to giving such information to other persons who may utilize or cause the operation of the REPEATER as herein described.

d) This waiver shall further permit any person authorized to utilize or cause operation of the REPEATER to use for his or her own benefit (and the benefit of any other person authorized to utilize or cause operation of the REPEATER), all transmissions made on the frequencies 462.675 MHz and 467.675 MHz by any other person authorized to utilize or cause operation of the REPEATER.

e) Nothing in this waiver shall be intended to prohibit, prevent or limit in any way the ability of any person to give any permission or any waiver which is greater in scope that herein contained with respect to communications made by himself or herself.

14. SALE OR TRANSFER OF TRANSMITTERS. USER agrees to prevent any transfer of control, whether by sale, loan, gift, or any other means, of any radio equipment owned by, or under the control of USER, or which may or could have operated under the authority of his/her FCC license(s) as follows.

a) No such equipment will be so transferred with any capability to transmit on the frequency 467.675 MHz without the specific prior written permission of OPERATOR.

b) Absent such permission USER shall assure that any such equipment so transferred will first be modified to remove all capability to transmit on said frequency.

c) USER may comply with this requirement by removing and retaining all transmit crystals for this frequency, or, in the case of programmable transmitters which do not

utilize individual transmitting crystals, by de-programming such transmitting frequency from the equipment.

d) USER shall make his/her best efforts to assure that any such radio equipment so transferred will not be operated on the frequency 467.675 MHz in any fashion so as to cause any operation of the REPEATER unless and until authorized by OPERATOR.

15. FURNISHING NECESSARY INFORMATION. Each party agrees to keep the other informed of an address of record for correspondence and notices under this Agreement.

a) OPERATOR will furnish his home or business address and telephone number(s) to USER on the line(s) following his signature at the end of this Agreement. OPERATOR may change his address of record by written notice mailed to USER at his/her last address of record with OPERATOR.

b) USER'S address of record shall be that which is specified by him/her at the end of this Agreement until and unless OPERATOR receives notification of change in writing. USER will promptly notify OPERATOR of any such change.

16. MISCELLANEOUS. This Agreement, including all Attachments and Added Provisions indicated below, is intended to be the complete expression of the intent of the parties. References herein to the FCC are intended to include any successor agency of the government of the United States. References herein to the Rules and Regulations of the FCC and any specific provisions thereof are intended to include any successor regulations. References herein to the General Mobile Radio Service (GMRS) shall include any new name hereafter adopted for such service and any successor service to the GMRS. It is the tent of the parties that should any part(s) of this Agreement be found invalid, unenforceable, or the like by any court, that all remaining parts remain valid and in force. Exercise or non-exercise of any remedies by OPERATOR under this Agreement shall not act as a waiver or bar to that or any other remedies available to him. This Agreement can only be modified in writing signed by the parties hereto, and shall be construed under the laws of the State of Illinois. It is agreed between the parties that, in the event of any dispute concerning this Agreement, venue shall lie in the Circuit Court of Cook County, Municipal Department, Second Municipal District.

I have read and understand the provisions of this Agreement, the attached FEE SCHEDULE, OPERATING PROCEDURES, Other Attachments indicated immediately below, and Added Provisions indicated below, and expressly agree to same.

Other Attachments (If none, indicate):

Added Provisions (If none, indicate):

	KAA 8142	
P. Randall Knowles, OPERATOR	FCC Call Sign	Date Signed

	
Address	Telephone Numbers

USER SIGNATURE

FCC Call Sign(s)

Date Signed

Address of Record (Please Print)

Telephone Number(s)

Date of Commencement (if different from latest date on this page)

NOTES: