

LICENSE AGREEMENT

This **License Agreement** is made this 2nd day of March 2004 by and between the County of San Mateo, California ("County") and the California Broadcasters Association ("CBA").

WHEREAS, CBA is a not-for-profit organization of broadcasters serving various regions in the State of California, several of whose members and other media entities wish to provide news coverage of the upcoming criminal trial captioned "People of the State of California v. Scott Lee Peterson, SC 55500" (the "Trial"), to be held in San Mateo Superior Court (the "Court"); and

WHEREAS, County is willing to make available certain resources to facilitate such news coverage in a manner designed and intended to ensure public safety, the fairness of the Trial and the routine conduct of other Court and County business; and

WHEREAS, in order to relieve the County of the need to deal individually with each news organization wishing to avail itself of the facilities to be made available for coverage of the Trial, County wishes to license CBA, and CBA wishes to accept a license from the County, for the benefit of certain media, all on the terms and conditions set forth herein; and

WHEREAS, the parties understand and agree that neither County nor CBA shall assume any liability beyond the matters expressly set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, CBA and County agree as follows:

1. County hereby licenses the use of a portion of the third floor of that certain building commonly known as 2200 Broadway, Redwood City, California, as shown on the attached Exhibit A, including the non-exclusive use of the third floor restrooms and the necessary ingress and egress (the "Premises"). The term of this license is for the duration of the Trial, including pre-trial and post-trial proceedings, if any. The Premises shall be open for use only from 7:00 a.m. to 7:00 p.m. Monday through Friday. This License is immediately revocable at the convenience of the County of San Mateo, and at the sole discretion of the County Manager of the County of San Mateo. Further, upon failure by CBA to fully and timely pay all fees described herein within two (2) weeks of delivery of an invoice therefor, this license shall be automatically relinquished.

2. CBA shall cause each entity with which it agrees to permit occupancy of one or more of the spaces and related areas and facilities (each a "Company") to agree to and be bound by the terms of the license set forth herein.

3. CBA shall reimburse County for the total cost of public safety services and special accommodations provided by County including, but not limited to, the cost of one sworn

officer necessary to maintain security and monitor accommodations that have been specially implemented pursuant to this license. The estimated monthly cost of Service is, as of February 23, 2004, \$11,639.00. Nothing herein shall be interpreted as indicating that such cost shall be the actual total cost. If the actual costs of the County in connection herewith exceed or fall short of the original estimate, or if the duration of the Trial exceeds or does not endure for the initial projection of 25 weeks, CBA shall pay any additional or lesser cost incurred by the County, as the County may reasonably determine.

4. As authorized by the Court, County will make a reasonable effort to provide a live audio feed of the Court proceedings for the Companies' use, but County shall not be responsible for loss of power or signal or failure to provide power or signal without interruption. The officer of the court that is assigned to monitor the live audio feed will not provide general security services to the Premises, and County will not be liable for any loss of or damage to persons or property in connection with such service or this License.

5. CBA shall, and shall cause the Companies to, indemnify and save harmless County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description brought for, or on account of (a) injuries to our death of any person, (b) damage to any property of any kind whatsoever and to whomsoever belonging, or (c) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees or servants, resulting from the performance of any work required of a Company or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of CBA and the Companies to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2775 of the California Civil Code.

6. CBA shall cause each Company to maintain general liability and property damage insurance with liability limits of not less than One Million Dollars (\$1,000,000) insuring against all liability of such Company and its authorized representatives arising out of and in connection with such Company's use or occupancy of the premises covered by this License. All general liability and property damage insurance shall insure performance by such Company of paragraph 5 of this License. Such Company shall have in effect during the entire life of this License Workers' Compensation and Employer's Liability insurance providing full statutory coverage. In signing this License, CBA certifies, as required by Section 1861 of the California Labor Code that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. A certificate of insurance along with an Endorsement to a Company's insurance policy evidencing coverage as required under this section shall be deposited with County within ten days after the execution of an agreement between CBA and such Company under this License.

7. CBA shall not permit a Company to assign its Agreement under this License to any other entity without the written consent of CBA and the County. Any attempted assignment

without such prior written consent in violation of this section shall automatically void the Agreement between such Company and CBA.

8. CBA agrees to cause the Companies to abide by all laws of the State of California prohibiting discrimination on the ground of race, color, religion, ancestry, gender, age, national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status or political affiliation. With respect to employee benefits, each Company shall comply with the County Ordinance that prohibits licensees from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. This Agreement is governed by the laws of the State of California, and any litigation concerning any matter relating to this Agreement shall be venued in the Superior Court of the State of California, in and for the County of Mateo.

10. This Agreement constitutes the sole agreement of the parties with respect to the matters set forth herein and correctly states the rights, duties and obligations of each party as of the date of this License. It is not intended to create, nor does it create, any rights in any third party, except to the extent that this License anticipates and authorizes CBA to enter into agreements with the Companies to enable them to obtain the benefits of this License, upon acceptance of the terms hereof and in such agreements.

11. All notices or other communications made with respect to the matters set forth in this Agreement shall be given by personal delivery, telecopy with telephonic confirmation or receipted overnight courier, as follows (or to such other address as a party may be specify by similar notice:

California Broadcasters Association

Attn: _____

Telecopy: _____

Telephone: _____

The County of San Mateo, California

Attn: _____

Telecopy: _____

Telephone: _____

12. This License may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall constitute one and the same original.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first above written.

CALIFORNIA ASSOCIATION OF BROADCASTERS

By _____

Name:

Title:

THE COUNTY OF SAN MATEO, CALIFORNIA

By _____

Name:

Title:

ANNEX PRESS ROOM

2200 BROADWAY

Revised 2/9/04

- Includes the following services:
 - Open 7am to 7pm only on days when Scott Peterson trial is in session
 - Audio link to listen to court proceedings
 - Audio Room Security during court proceedings
 - Phone/Data/Internet setup (Cost of service is separate. Contact SBC.)
 - Utilities
 - Minimal Janitorial Services (service restrooms daily, vacuum office weekly)
 - Administration costs to provide services (contracts, billing, staff supervision)

ANNEX PRESS ROOM Media-Related Services - Peterson Trial	Monthly Cost Breakdown
Security during Court Proceedings	\$ 5,573
Audio Link/Phone/Data/Internet Setup	3,133
Utilities	1,225
Janitorial Services	650
Administration costs for providing services (10%)	1,058
TOTAL MONTHLY COSTS	\$ 11,639