

CONTRACT BETWEEN
COMMUNITY MEDIA CENTER OF _____, INC.
AND
_____, INC.

AGREEMENT

This Agreement is made this ____ day of _____, 20____, by and between Community Media Center of _____, Inc., a nonprofit corporation ("CMC") and _____, ("Company"), who agree as follows:

RECITALS

1. Company has been granted a franchise to operate a cable communication system in the City of _____ ("City").
2. Pursuant to the franchise renewal process it has been determined that in order to meet future cable-related community needs and interests there is a need for the provision of public, educational, and government ("PEG") access services.
3. Company has determined that it is in its interest to provide support for PEG access.
4. CMC has indicated its interest in serving the public by providing PEG access programming and services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. In exchange for the funding provided by Company to CMC pursuant to this Agreement, CMC shall operate and manage the PEG access channels, facilities and equipment in a manner that is consistent with the

principles set forth in _____ Ordinance and the franchise agreement between the City and Company.

SECTION 2. INDEPENDENT CONTRACTOR. It is understood and agreed that CMC is an independent contractor and that no relationship of principal/agent or employer/employee exists between Company and CMC. If in the performance of this Agreement any third persons are employed by CMC, such persons shall be entirely and exclusively under the control, direction and supervision of CMC. All terms of employment, hiring and discharging or any other term of employment shall be determined by CMC and Company shall have no right or authority over such persons or terms of employment.

SECTION 3. FUNDING. CMC shall receive funding in exchange for delivery of the services described in Section 1 of this agreement. Company agrees to make funds available to CMC as follows:

A. Company will provide _____ cents (____¢) per month to CMC for each basic subscriber on the cable system serving the City of _____.

B. Said funding shall be paid to CMC on a monthly basis by the 10th day of each month based upon the number of subscribers on the last day of the preceding month. The first payment shall be due on the first 10th day of the month which occurs following the signing of the franchise agreement with the City.

C. If at any time during the term of this Agreement Company increases the monthly basic service rate charged to subscribers, then the amount of the per month fee collected by Company and remitted to CMC under Section 3.A. shall increase by a percentage corresponding to the highest percentage of any basic service rate increase imposed by Company.

D. For the purposes of this Section, basic service shall be defined as any service tier that includes the retransmission of local television broadcast signals. If Company does not offer a basic service tier, it shall pay _____ cents (____¢) per month for each cable subscriber in the City of _____. The payment shall be increased by a percentage corresponding to the highest percentage of any rate increase imposed by Company for any cable services.

E. If Company decides to move a PEG access channel from its initial channel number location to another during the term of the franchise agreement, Company shall provide _____ dollars (\$_____) per relocated PEG access channel to CMC for replacement of print materials, channel ID's, and other promotional materials (as well as other video materials) containing the old channel number(s), and to otherwise promote the new location of the channel(s).

SECTION 4. IN-KIND SUPPORT. In order to help develop and maintain (a) awareness of the PEG access resources and services, and (b) viewership of the PEG access channels by cable subscribers in the City of _____, Company shall, throughout the term of this Agreement, provide the following promotional services to CMC, free of any charges:

- A. _____ (____) 30-second PEG access promotional announcements per month on the cable programming services in which local advertising is inserted, to be scheduled no less than _____ (____) days prior to cablecasting. In addition:
 - 1. _____ (____) of these monthly PEG access promotional announcements shall be inserted during "prime time" hours (i.e., between 7:00 p.m. and 11:00 p.m.), and
 - 2. _____ (____) of the monthly PEG access promotional announcements that are inserted during prime time hours shall be placed on channels selected by CMC.

- B. Program schedule information for each PEG access channel shall be listed in all print and electronic program guides provided by Company to subscribers, in the same manner as the program schedule information for other cable channels is listed. Company shall provide CMC access to third party providers to include PEG access channel listings in their print and electronic program guides provided by Company to its subscribers. CMC shall be responsible for the timely updating of these listings. Any fees associated with special placement or handling beyond the standard manner of presenting program schedule listings shall be the responsibility of CMC.

- C. On an annual basis, Company shall allow CMC to submit a billstuffer, created at CMC's expense, to be inserted into all customer statements within Company's cable system in the City of _____. All costs for insertion and postage shall be provided by Company. Company shall provide access to its vendors so as to afford CMC the most affordable printing price for the billstuffers. In consideration of regulatory notification requirements, Company has final approval on the dates for insertion.

SECTION 5. TERM OF AGREEMENT. The term of this agreement shall commence and end on the dates corresponding to the commencement and ending dates of the franchise agreement between the City and Company. This Agreement shall be binding on Company's successors and assignees and upon CMC's successors and assignees.

SECTION 6. TERMINATION. This Agreement may be terminated upon the occurrence of any of the following:

- A. The termination by the City of CMC's status as the designated access management entity, upon sixty (60) days written notice by the City to Company. However, if City designates an entity other than CMC to manage access channels and provide access services, all of CMC's obligations under this agreement transfer to the

newly designated access management entity and Company's obligations under this Agreement remain in full force and effect.

B. The termination of Company's franchise with the City of _____, upon ninety (90) days written notice by the City to CMC. However, if obligations of Company under the franchise agreement with City are transferred to another entity, that entity is obligated to meet all of the terms and conditions in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

_____, Inc.

By: _____

Date: _____

Community Media Center of _____, Inc., a nonprofit corporation

By: _____

Date: _____