LEASED ACCESS CHANNEL USER AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20___ ("Effective Date") by and between the Electric Power Board of Chattanooga, an independent board of the City of Chattanooga, Tennessee, acting by and through its cable and internet division ("EPB") and _____, a/an (corporation, limited liability company, partnership, individual, sole proprietorship, governmental entity) ("Programmer").

WHEREAS, EPB Fiber Optics is a cable operator subject to various legal requirements, including the obligation to set aside channel capacity for use by unaffiliated commercial entities and programmers; and

WHEREAS, Programmer desires to produce and provide content to be aired on a leased access channel on EPB's communications system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to be legally bound as follows:

1. <u>Term and Termination</u>. The initial term of this Agreement shall be for a period of one (1) year, which may be renewed for additional one (1) year periods upon mutual consent of the parties. Either party may terminate this agreement in the event of a breach by the other party upon thirty (30) days' written notice and an opportunity to cure. Additionally, EPB may terminate this Agreement if Programmer defaults on its payment upon ten (10) days' notice of default from EPB and Programmer's failure to cure.

2. <u>General Statement of Purpose</u>. The purpose of this Agreement is for EPB to comply with its obligations under 47 U.S.C. § 532 and the stated objectives of the United States Congress to provide an robust marketplace for free expression and speech. EPB does not endorse, approve or express any opinion about the content or message of any programming submitted by Programmer.

3. <u>Compliance with EPB Policies and Technical Requirements</u>. Programmer agrees to comply with all EPB Policies, including the applicable Channel Acceptable Use Policy. Programmer further agrees to comply with all technical requirements communicated by EPB.

4. <u>Billing and Payment</u>. EPB will bill all charges, applicable taxes, and fees monthly in advance. Applicable charges will be set forth in EPB's then-current fee schedule. If Programmer is exempt from payment of taxes, Programmer must provide EPB with an original certificate that satisfies all applicable legal requirements. A tax exemption will only apply from and after the date EPB receives it.   Failure to pay the total balance when due may be grounds for termination as provided above. Late charges in the amount of one-and-one-half percent (1.5%) of the outstanding amount shall be payable

each month on any past due amounts and shall continue to accrue and remain due and payable until all amounts due have been paid in full. If EPB retains an agency or attorney to collect any amount owed, Programmer will be obligated to pay all of EPB's costs of collection, including attorneys' fees. If Programmer disputes any charges, Programmer must notify EPB within sixty (60) days of the date of invoice, or any such dispute will be waived.

5. <u>Determination of Channel Placement, Tier and Time Slot</u>. Leased access channels will be placed in EPB's Essential Tier. Determinations about time slots and channel placement will be made according to applicable law and regulatory requirements. Requests for specific times or channel assignments will be granted on a first-come, first serve basis. EPB will use postmark date to determine the order of submission, and programs submitted with the same postmark date will be assigned at random using a system developed by EPB.

6. <u>Prohibition on Content Not Protected by the First Amendment</u>. EPB will not air programming which contains obscenity or other material that is not protected by the United States Constitution. Programmers are required to notify EPB in advance if programming contains material which might be considered obscene or defamatory. Programmer shall indemnify, defend and hold EPB harmless from and against any and all claims based upon programming that contains or is alleged to contain obscenity, libel, slander, defamation, invasion of privacy or publicity rights, violation or infringement of copyright or music performance rights or dramatic or literary rights.

7. <u>Use of EPB Logo and Service Marks.</u> Programmer acknowledges that EPB's trademarks, service marks, trade names, and logos ("Marks") are the property of EPB and that Programmer has no rights to use EPB's Marks in any way whatsoever.

8. <u>Programmer Representations and Warranties</u>. Programmer makes the following representations and warranties.
   a. Programmer has the power and authority to enter and fully perform its obligations in this Agreement and is under no legal or contractual obligation that would prevent its full and complete performance.
   b. Programmer has obtained all necessary copyrights and other intellectual property rights in all of its programming.
   c. Programmer's programming does not contain any material that would reasonably be considered obscenity, defamation, libel or slander, that would invade privacy or publicity rights, copyright, music performance rights, or dramatic or literary rights.

9. <u>Indemnity</u>. Programmer agrees to indemnify, defend and hold EPB harmless from and against any and all claims arising out of or related to Programmer's breach of this Agreement or any of its terms; Programmer's misrepresentation or breach of any of the representations and warranties contained in §8 of this Agreement; or claims alleged by third parties against EPB arising out of or related to Programmer's actions, negligence or willful misconduct.

10. <u>Insurance</u>. During the term of this Agreement, Programmer shall carry general liability

insurance in an amount of One Million Dollars ($1,000,000). Prior to the execution of this Agreement, Programmer shall submit certificates of insurance showing the requisite coverage and listing EPB as an additional insured. The certificate shall provide that coverage shall not be canceled or materially altered except upon thirty (30) days notice to EPB. Upon request, Programmer shall provide EPB with a complete copy of its insurance policy.

11. <u>Deposits.</u> Programmer shall pay a deposit in an amount equal to three (3) months cost, including any payment of technical expenses required for EPB to launch Programmer's programming.

12. <u>Dispute Resolution.</u> If Programmer wishes to dispute a decision made by EPB with respect to this Agreement, Programmer shall submit its dispute in writing to EPB's Vice President, Fiber Optics within ten (10) days of the decision leading to the dispute. EPB will provide a written response within ten (10) days of its decision. If Programmer is not satisfied with EPB's response, then Programmer may file a complaint with the applicable franchise authority.

By their signatures below, the parties express their acceptance of the terms of this Agreement as of the _____ day of _____, 20____.

EPB

Name:
Title:

Programmer

Name:
Title: