

LEASED ACCESS CHANNEL USER AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____ (“Effective Date”) by and between Lafayette Consolidated Government Communications Division dba LUS Fiber, and _____ (“Programmer”).

WHEREAS, LUS Fiber 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 LUS Fiber’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. **Term and Termination.** 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 failure to cure. Additionally, LUS Fiber may terminate this Agreement if Programmer defaults on its payment upon ten (10) days’ notice of default from LUS Fiber and Programmer’s failure to cure.
2. **General Statement of Purpose.** The purpose of this Agreement is for LUS Fiber to comply with its obligations under 47 U.S.C. § 532. LUS Fiber does not endorse, approve or express any opinion about the content or message of any programming submitted by Programmer.
3. **Compliance with LUS Fiber Policies and Technical Requirements.** Programmer agrees to comply with all LUS Fiber Policies, including the applicable Channel Acceptable Use Policy. Programmer further agrees to comply with all technical requirements communicated by LUS Fiber.
4. **Billing and Payment.** LUS Fiber will bill all charges, applicable taxes, and fees monthly in advance. Applicable charges will be set forth in LUS Fiber’s then-current fee schedule. If Programmer is exempt from payment of taxes, Programmer must provide LUS Fiber with an original certificate that satisfies all applicable legal requirements. A tax exemption will only apply from and after the date LUS Fiber receives the original certificate. 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 applied to the bill and 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 LUS Fiber retains an agency or



attorney to collect any amount owed, Programmer will be obligated to pay all of LUS Fiber's costs of collection, including attorneys' fees. If Programmer disputes any charges, Programmer must notify LUS Fiber within sixty (60) days of the date of invoice, or any such dispute shall be waived.

5. **Determination of Channel Placement, Tier and Time Slot.** Determinations about channel placement, tier and time slots will be made according to applicable law and regulatory requirements. Requests for specific tiers, times or channel assignments will be granted on a first-come, first serve basis. LUS Fiber will use postmark date to determine the order of submission. Requests submitted with the same postmark date will be assigned at random using a system developed by LUS Fiber.
6. **Prohibition on Content Not Protected by the First Amendment.** LUS Fiber will not knowingly air programming which contains obscenity or other material that is not protected by the United States Constitution. Programmers are required to notify LUS Fiber in advance, if programming contains material which might be considered obscene or defamatory. Programmer shall indemnify, defend and hold LUS Fiber 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. **Use of LUS Fiber Logo and Service Marks.** Programmer acknowledges that LUS Fiber's trademarks, service marks, trade names, and logos ("Marks") are the property of LUS Fiber and that Programmer has no rights to use LUS Fiber's Marks in any way whatsoever.
8. **Programmer Representations and Warranties.** 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. **Indemnity.** Programmer agrees to indemnify, defend and hold LUS Fiber 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 Section 8 of this Agreement; or claims alleged by third parties against LUS Fiber arising out of or related to Programmer's actions, negligence or willful misconduct.
10. **Insurance.** 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 LUS Fiber as an additional insured. The certificate shall provide that coverage shall not be canceled or materially altered except upon sixty (60) days prior notice to LUS Fiber and LUS Fiber prior approval to cancel or materially alter insurance coverage. Upon request, Programmer shall provide LUS Fiber with a complete copy of its insurance policy.

11. **Deposits.** Programmer shall pay a deposit in an amount equal to three (3) months cost, plus any payment of expenses required for LUS Fiber to launch Programmer's programming.

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

13. **All notices under this Agreement** shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered, or sent by facsimile or e-mail, if followed on the same date by registered or certified mail, return receipt requested. All written notices required under this Agreement shall be sent to the following:

LUS Fiber
Attn: Director of Communications
700 St John Street, Suite 300
Lafayette, Louisiana 70501-6761
Fax No. (337) 210-4558
E-mail: regulatorynotices@lusfiber.com

Programmer Company Name
Programmer Contact
Programmer Street Address
City, State Zip Code
Programmer Fax Number
Programmer Contact e-mail

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

LUS Fiber

Name: _____

Title: _____

Programmer

Name: _____

Title: _____

