

CABLE TELEVISION FRANCHISE AGREEMENT

This Cable Television Franchise Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20_____, by and between the _____ (hereinafter referred to as the "Franchising Authority"), and _____, a corporation organized under the laws of the State of _____ (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Franchising Authority is authorized by law to grant one or more non-exclusive franchises to construct, operate, and maintain a cable television system within the municipal boundaries of the _____; and

WHEREAS, the Grantee has submitted a written request for the renewal/grant of a franchise to construct, operate, and maintain a Cable System within the Service Area; and

WHEREAS, the Franchising Authority has conducted public proceedings and has determined that the financial, legal, and technical ability of the Grantee is sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Franchising Authority wishes to grant this non-exclusive franchise subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

SECTION 1: DEFINITION OF TERMS

For the purpose of this Agreement, the following terms, phrases, and words shall have the meanings given herein:

- a. **"Cable System" or "System"** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community.
- b. **"Franchise Area" or "Service Area"** shall mean the territorial limits of the _____.
- c. **"Gross Revenues"** shall mean any and all cash, credits, property, or other consideration of any kind or nature derived directly or indirectly by the Grantee from the operation of the Cable System to provide Cable Services within the Franchise Area.

SECTION 2: GRANT OF FRANCHISE

2.1 Grant: The Franchising Authority hereby grants to the Grantee a non-exclusive right, privilege, and franchise to construct, support, operate, maintain, upgrade, and rebuild a Cable System in, under, over, along, across, and upon the streets, avenues, alleys, sidewalks, bridges, and other public ways within the Franchise Area.

2.2 Term: The franchise granted hereunder shall be for a term of _____ (_____) years, commencing on _____, 20_____, and expiring on _____, 20_____, unless otherwise terminated in accordance with the provisions of this Agreement.

SECTION 3: FRANCHISE FEE

3.1 Fee Amount: As compensation for the franchise granted herein and in consideration of permission to use the public rights-of-way, the Grantee shall pay to the Franchising Authority a Franchise Fee in an amount equal to _____ percent (_____) of the Grantee's Gross Revenues derived from the operation of the Cable System within the Franchise Area.

3.2 Payment Schedule: Payments of the Franchise Fee shall be made on a _____ basis, and shall be due within _____ (_____) days following the end of each payment period.

SECTION 4: SYSTEM DESIGN AND CAPACITY

4.1 Technical Standards: The Cable System shall be designed, constructed, and operated so as to meet or exceed all technical standards adopted by the Federal Communications Commission (FCC) and other applicable federal, state, and local regulatory authorities.

4.2 Minimum Capacity: The Grantee's Cable System shall maintain a minimum bandwidth capacity of _____ MHz to allow for the transmission of standard, high-definition, and digital programming services.

SECTION 5: CUSTOMER SERVICE STANDARDS

5.1 Office Hours and Service: The Grantee shall maintain a local customer service office, or a toll-free telephone access line, which will be available to subscribers twenty-four (24) hours a day, seven (7) days a week, for the purpose of receiving inquiries and service complaints.

5.2 Service Interruptions: Under normal operating conditions, the Grantee shall restore service interruptions within twenty-four (24) hours of notification of the outage.

SECTION 6: INDEMNIFICATION AND INSURANCE

6.1 Indemnification: The Grantee shall defend, indemnify, and hold harmless the Franchising Authority, its officers, boards, commissions, agents, and employees, from and against any and all claims, liabilities, losses, damages, or costs arising out of the construction, operation, or maintenance of the Cable System.

6.2 Insurance: The Grantee shall maintain in full force and effect during the term of the franchise General Liability Insurance in the amount of \$ _____ for bodily injury or death, and \$ _____ for property damage.

SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of _____ and applicable federal regulations.

7.2 Severability: If any section, sentence, paragraph, term, or provision of this Agreement is determined to be illegal, invalid, or unconstitutional, such determination shall not affect the validity of any other section, sentence, paragraph, term, or provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FRANCHISING AUTHORITY:

By:

Name:

Title:

Attest:

GRANTEE:

By:

Name:

Title:

Attest:
