

Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the City of Goodyear, an Arizona municipal corporation ("Licensor") and _____, a _____ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.
2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:
 - 2.1. The name of Licensee, its type of entity and its jurisdiction of formation.
 - 2.2. The address and telephone number of Licensee's principal place of business.
 - 2.3. The names, titles and addresses of Licensee's principal executive officers or general partners.
 - 2.4. The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.
3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive Uniform Video Service License.
 - 3.1. The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.
 - 3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, City of

Goodyear right-of-way in the Service Area in compliance with the Licensing Statute and this License.

3.3. Licensee may operate and maintain facilities installed in the right-of-way in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1. All valid and enforceable federal and state laws.

4.2. All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3. All public, education and government programming requirements of the Licensing Statute.

4.4. All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5. All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License no later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City of Goodyear that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five (5) percent, provided that such amount may be offset by city assessed fees or in-kind services as provided by law.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.
9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

[Signatures of the following pages]

Licensee

[Name of Licensee]

By : _____

Its: _____

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing Uniform Video Service License Agreement was acknowledged before me this ____ day of _____, 20____ by _____, the _____ of _____, (a)/an _____ on behalf of Licensee.

(Seal)

Notary Public

City of Goodyear
an Arizona municipal corporation

Date: _____

The foregoing Uniform Video Service License Agreement was acknowledged before me this ____ day of _____, 20____ by Julie Arendall, the City Manager of the City of Goodyear, an Arizona Municipal Corporation on behalf of the Licensor.

Notary Public

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT A

[Licensee Information]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

EXHIBIT B
[Service Area]