

Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ____ day of _____, 20____, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and _____, a _____ ("Licensee")

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
2. The following appear on Exhibit A attached and incorporated herein by reference:
 - 2.1 The name of Licensee, the 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 name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

4. Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensor.
5. 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 § 76.1801.
6. Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
7. Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
8. Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
9. Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
10. Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
11. Licensor hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
12. Licensor grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
13. The term of this Uniform License Agreement is _____ years and shall begin on the date hereof.
14. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.

Issued this _____ day of _____ 20____.

LICENSOR:

LICENSEE:

By: _____

By: _____

EXHIBIT A

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

EXHIBIT B

[SERVICE AREA]