◖ NineNorth Access Channel Usage Agreement

The North Suburban Access Corporation (the "NSAC") is a non-profit corporation that programs the public, educational, and governmental access channels of the member cities of the North Suburban Communications Commission (the "NSCC") that are provided through the franchised cable operator in each member city. Applicant desires to submit programming to the NSAC for playback on a public access channel.

The NSAC and Applicant agree as follows:

1. Use. Applicant warrants that Applicant will comply in all respects with the Access Channel Policy (the "Access Channel Policy") of the NSCC and this Agreement.

2. Ownership. Applicant shall retain ownership of the content of any program submitted for playback at the NSAC.

3. Copyright. Applicant is solely responsible for obtaining all authorizations for use of any copyrighted or protected material, including music licensing organizations, program distributors, and any other persons necessary to authorize transmission of program material on the Public Access Channel. Likewise, Applicant is responsible for securing all talent releases and must be able to document that the cablecasting of the program does not violate the rights of a third party. The Applicant agrees to assume full responsibility for any and all disputes arising from unauthorized use of copyrighted material or the failure to obtain talent releases and agrees to indemnify and hold harmless in such disputes the NSAC, the NSCC, the cable company serving them, and their affiliates, officers, agents and employees.

4. Indemnification. Applicant assumes all responsibility as producer and/or originator for any of the Applicant's programming carried on NSAC's systems. Applicant agrees to indemnify and hold harmless the NSCC, the member cities, NSAC, and their employees, agents, directors, volunteers, and officers, and agrees to hold the aforesaid harmless from any and all liability, loss, and damages, including, without limitation, all attorneys' fees, costs, and disbursements against any claim arising from:

　1) any alleged violation or infringement of rights, trade names, trademarks, copyrights, patents, literary or dramatic rights, music synchronization and performing rights, or rights of privacy of any other owner, licenser, copyright holder or any write, composer, or other person corporation, partnership, or entity, or that said material constitutes libel of slander;

　2) any obscene or indecent material

　3) any libelous or slanderous material

　4) any programming that violates applicable local, state or federal laws

　5) any advertisement of or information concerning any lottery, gift, enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift, enterprise or scheme, whether said list contains any part or all of such prizes.

5. Residency. Applicant must be a resident of one of the following cities: Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, or St. Anthony.

6. Entire Agreement. Applicant acknowledges that this Agreement represents the entirety of Applicant's agreement with the NSAC and that any and all oral representations made by the NSAC in connection with Applicant's programming are superseded by this Agreement.

7. Release. Applicant, individually and, if applicable, on behalf of all members of the organization of which Applicant is a member, hereby releases NSAC, NSCC, the member cities, and their successors and assigns, from any legal action, claims and demands whatsoever which the Applicant or its organization ever had, has, or may have, including, without limiting the generality of the foregoing, any claim which may arise against NSAC, NSCC, or the member cities as a result of Applicant's cablecast presentation on the NSAC cable system, Applicant's webstream presentation on the NSAC, NSCC, or a member city website, the production of any material for said presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in NSAC's transmission of Applicant's cablecast or webstream presentation.

8. Sponsorship Announcement. Applicant agrees to announce on the program or presentation the identity of any sponsor or person (natural or otherwise) which has directly or indirectly paid or promised to pay money or has directly or indirectly furnished or promised to furnish services or other consideration in connection with the production or distribution or exhibition of the program or presentation. Reference the Access Channel Policy for details.

9. Legal Defense/Expenses. Applicant, pursuant to its agreement to indemnify and hold harmless as set forth herein, agrees provide a legal defense at its own expense and through its own legal counsel for any matter that falls within said indemnity. NSAC shall have the right to participate in such defense at Applicant's expense and by its own counsel at Applicant's expense, and Applicant agrees that it will cause its counsel to cooperate with NSAC in such instances.

10. Proper Technical Compliance. Applicant:

   (a). agrees to comply with the technical specifications set forth in the Access Channel Policy for cablecast program material submitted by Applicant to NSAC for transmission over NSAC's cable system. Video and audio signals received for transmission via common carrier or private distribution means must comply with the technical specifications set forth in the NSAC Policies and Procedures.

      i. In the event that Applicant submits any program material not in conformance with the aforesaid technical specifications, Applicant understands that any prepaid charges for use of studio and production facilities will be forfeited.

   (b). CTV will not edit, or alter in any way, the content of any program submitted to it for cablecast except to label any program with an on-air graphic as to its adult or violent content or that its content is not representative of the views of the NSAC, NSCC, any member city, or any of their officers, agents, members, or employees.

11. Non-Commercial Use.   Applicant agrees that the program will be used only for noncommercial public, education, or entertainment purposes, will be cablecast over NSAC's access channels, and will not be exploited for profit or for-profit fundraising in any fashion. Intentionally showing product names, logos, and other symbols specifically for advertising or promotion is prohibited.

12. Publicity of NSAC Prior to Authorization. This Agreement does not grant Applicant any rights except those expressly set forth herein. Applicant may not use, alter, or otherwise appropriate the NSAC's image or likeness for advertising purposes, including the image or likeness of its studio, partners, officers, directors, servants, agents, or employees, without NSAC's prior approval. To use any such image or likeness for advertising purposes, the Applicant must first submit a proposed copy of the advertisement to NSAC for review. NSAC shall not unreasonably withhold any consent referred to herein. In any event, such advertising shall identify the system or systems upon which the program shall be aired, the channel on which the program will appear, and the time the program will be shown.

13. Maintenance of Media. Applicant is solely responsible for maintaining a backup of any program submitted to the NSAC. NSAC will not edit the program content submitted for playback. Editing the program for compliance with this Agreement is solely the responsibility of the Applicant. NSAC is not responsible for loss of program content due to lost or damaged media. The NSAC has no obligation to retain any media or program content for Applicant.

14. Program Scheduling. Program scheduling is in the sole discretion of the NSAC. Each program submitted in compliance with this Agreement shall be cablecast once. Replays of any program is at the sole discretion of the NSAC.

PRINT NAME:

APPLICANT SIGNATURE:

DATE:

PRINT ADDRESS *(Street, City, State, Zip)*:

PHONE:

EMAIL:

TITLE OF PROGRAM:

ORGANIZATION NAME (if applicable):

Received by and Date: