

LEASED ACCESS RULES

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1. **Purpose.** These Leased Access Rules (“Rules”) govern the leasing of downstream channel capacity on Cablevision’s cable systems, and are specifically incorporated by reference into the Leased Access Agreement. Cablevision makes such leased channel capacity available for video programming pursuant to the provisions of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, as amended. The Rules are subject to change, from time to time, at Cablevision’s sole discretion.

2. **Definitions.** The following terms shall have the meanings set forth below for the purposes of the Rules, Policy Statement and Agreement:

A. **“A La Carte Programming.”** Video programming which is made available to and can be seen by only those subscribers who specifically request receipt of such programming and who pay for and receive the same on a per-event or per-Channel basis.

B. **“Applicant.”** Any person, group, organization or other entity that has completed an application for Leased Access channel capacity in accordance with these Rules.

C. **“Commercial Use.”** The provision of video programming, whether or not for profit.

D. **“Leased Access Channel.”** Those cable channels or portions thereof that are specifically designated by Cablevision for commercial use by unaffiliated persons in accordance with the Act and the rules of the Federal Communications Commission.

E. **“Program.”** Video programming transmitted over the System by an Applicant or Lessee pursuant to the Agreement.

F. **“Video Programming.”** Programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

3. **Applications for Leased Access Channel Capacity.**

A. An Application to lease capacity on a Leased Access Channel shall be submitted at least thirty (30) days in advance of the desired date of the transmission of the Program over the System; shall be in writing in a form designated and provided by Cablevision; shall identify the proposed Lessee by name, address, and telephone number; and shall contain the following information and materials:

(i). The day or days desired for transmission of the Program over the System (and alternative dates);

- (ii). The time segment desired (and alternative times), the duration of the Program to be transmitted over the System, and the number of segments desired;
- (iii). A specific description of the Program;
- (iv). The proposed technical production format of the program, which format must be approved by Cablevision in order to ensure compatibility;
- (v). A statement that the Applicant has read the Leased Access Agreement, the Rules, and the Policy Statement and will comply therewith and with all applicable federal, state and local requirements;
- (vi). Such other information, exclusive of program content, as is necessary to enable Cablevision to properly perform its responsibilities in accordance with the Agreement and applicable federal, state, and local requirements; and
- (vii). A sample tape of the Program.

B. At least ten (10) days following submission of a properly completed Application, Applicant must execute the Leased Access Agreement and file it with Cablevision. If Applicant is under the age of eighteen (18) years, Applicant's parent or legal guardian must execute the Agreement and will be legally responsible for performing thereunder.

4. **Provision of Leased Access Channel Capacity.** Cablevision shall provide Leased Access Channel capacity to any Applicant that complies with the terms of this Agreement, subject to availability. Leased Access Channels are made available for use on a channel-by-channel basis. As one Leased Access Channel is filled, Cablevision will make an additional Leased Access Channel available for leased access until all such channels prescribed by law are programmed. A Leased Access Channel shall be considered filled when Leased Access programming occupies 75% or more of a Leased Access Channel's programming day, meaning that leased access programming is transmitted for eighteen (18) hours or more every day. Cablevision, in lieu of opening an additional Leased Access channel, may offer Lessee a comparable time slot on a channel otherwise carrying non-leased access programming.

5. **Program Format and Quality.** Applicant must consult with Cablevision at the time the Application is submitted to determine whether the Program format to be used by Applicant is compatible with existing Cablevision equipment. The Program must meet or exceed generally accepted industry standards for video and audio levels and must maintain these levels for the Program's duration. The Program must be of broadcast quality and fully color-corrected (if in color), and must have no tracking or skew errors, no excessive dropout, and no creases. Cablevision, in its sole judgment, shall determine if the Program to be transmitted over the System meets such industry standards and is compatible in format with Cablevision equipment.

6. **Obscene or Indecent Programming.** Cablevision reserves the right to refuse to transmit over the System any program that violates its policy regarding the transmission of obscene or indecent material as set forth in the Policy Statement or that conflicts with federal, state, or local law.

7. **Delivery and Distribution of Program.**

A. Lessee shall provide Cablevision, at its own cost and expense, with video tapes of the Program of an appropriate and approved format and quality.

B. Lessee shall deliver such video tapes to the location designated by Cablevision at least three (3) business days prior to the date on which the Program is scheduled to be shown.

C. Promptly upon receipt of any video tape from Lessee pursuant to subsection B, Cablevision shall review such video tape to determine compliance with the Agreement and these Rules. If Cablevision, in its sole discretion, determines that the transmission quality or format of any video tape does not meet the required standards, or that the Program does not otherwise comply with the Agreement, these Rules or the Policy Statement, Cablevision shall promptly notify Lessee. Failure to so notify Lessee does not and shall not be construed to mean that Cablevision agrees that the Program complies with the Agreement, Policy Statement or Rules, or otherwise assumes any responsibility with respect to the content of the Program.

D. If Cablevision notifies Lessee pursuant to subsection C that its Program is unacceptable or not in compliance with the Agreement, Rules or Policy Statement, Lessee shall provide a replacement video tape or substitute program at least one (1) business day prior to the date the Program is scheduled to be shown. Cablevision shall not edit any Program without authorization of Lessee. Cablevision reserves the right to refuse to transmit any Program over the System that does not comply with the provisions of the Agreement.

E. Cablevision will return or erase (at Lessee's option and expense) all video tapes within seven (7) days of the last scheduled exhibition of the Program contained in such video tape. Lessee agrees that neither Cablevision nor its employees or agents shall be responsible or liable for the loss or theft of or damage to any such video tapes while in Cablevision's custody unless such loss, theft or damage results from the intentional act or gross negligence of Cablevision or its employees or agents.

Attachment B

POLICY STATEMENT

LEASED ACCESS POLICY STATEMENT

The Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, as amended, are designed, in part, to “promote competition in the delivery of diverse sources of video programming and to assure that the widest possible diversity of information services are made available to the public.” In furtherance of these goals, Cablevision makes available for lease, on reasonable terms and conditions, a percentage of its channel capacity, subject to the terms and conditions of the Act and the FCC’s rules, as the same may be amended from time to time.

All leased access programming is subject to certification by the program provider that the programming does not contain obscene material. For the purposes of this Policy Statement, the Leased Access Rules, and the Leased Access Agreement, obscene programming is material that: (a) the average person would find, taken as a whole, appeals to the prurient interest; (b) depicts or describes, in a patently offensive way, sexual conduct; and (c) lacks, when taken as a whole, serious literary, artistic, political, or scientific value.

Leased access programming, except for that made available exclusively on an A La Carte basis (as defined in the Leased Access Rules), is further subject to certification by the program provider that the programming does not contain indecent material. For the purposes of this Policy Statement, the Leased Access Rules, and the Leased Access Agreement, indecent programming is programming that describes or depicts sexual or excretory activities or organs in a patently offensive manner.

Cablevision hereby expressly prohibits the submission or transmission of any leased access programming or portion of programming containing material that a reasonable person would believe to be obscene as defined above, and further prohibits the submission or transmission of any leased access programming or portion of programming containing material that a reasonable person would believe to be indecent, except for leased access programming available exclusively on an A La Carte basis. Any Leased Access programmer that violates this prohibition on the transmission of indecent or obscene programming over the System will be subject to having its programming rejected or interrupted.

The Policy Statement is subject to change, from time to time, in Cablevision’s sole discretion.

Attachment C

RATE CARD

[Insert applicable rate card for System]

LEASED ACCESS APPLICATION

1. Date of Application: _____
2. Cable System Requested: _____
3. Applicant Name: _____
Applicant Address: _____

Applicant Telephone: _____
4. If Applicant is under the age of 18, the name, address and telephone number of the parent or guardian legally responsible for executing the Leased Access Agreement and performing thereunder:

Parent/Guardian Name: _____

Parent/Guardian Address: _____

Parent/Guardian Telephone: _____
5. Name and Address of Principal Officer (businesses only):

Name: _____

Address: _____

Telephone: _____
6. Title of Program: _____
7. Producer of Program: _____
8. Director of Program: _____
9. Length (in minutes) of Program: _____

10. Description of the Program (please provide a sample tape with this Application that is representative of the Program that will be cablecast throughout the term of the Agreement):

11. Desired Date(s) of transmission of Program over the System: _____
(please note that the Agreement Term cannot exceed thirteen (13) weeks)
Alternative Date(s): _____

12. Desired Time(s) of transmission of Program over the System: _____
Alternative Time(s): _____

13. Tape Format of Program: _____
(please consult with Cablevision to ensure that the tape format is compatible with existing systems)

14. Describe any billing/collection or other services you may require:

15. Please review the applicable rate card and indicate in which rate category your program falls: A La Carte (scrambled pay-per-view) Tiered

16. If your program is carried on an A La Carte basis, please describe the amount of the fee or charge you plan to impose upon a Cablevision subscriber or any other person in connection with the viewing of the Program over the System, the method of collection of that fee and charge you plan to use, and any billing or collection services you request Cablevision to provide with respect to collection of that fee or charge.

I acknowledge that I have received and reviewed a copy of the Leased Access Agreement, Leased Access Rules, and the Policy Statement and will comply with the terms set forth therein, as well as all applicable federal, state, and local requirements.

Applicant: _____
(Signature)

Print Name: _____

Parent/Guardian: _____
(Signature if Applicant under 18 years old)

LEASED ACCESS RENEWAL AGREEMENT

RENEWAL AGREEMENT made this ___ day of _____, by and between
CABLEVISION OF _____, (“Cablevision”) and _____
 (“Lessee”).

WHEREAS, Cablevision and Lessee entered into a Leased Access Agreement dated
_____ ; and

WHEREAS, Lessee desires to renew the Leased Access Agreement for an additional
thirteen (13) weeks; and

WHEREAS, the Leased Access Agreement has never been terminated; Lessee is not in
default of any of its obligations under the Agreement; Cablevision has a continuing obligation to
make leased access channel capacity available under the Cable Act; Cablevision has not received
any other request for leased access programming on the same time and day currently occupied by
Lessee; and Cablevision has not modified its standard Leased Access Agreement, its Leased Access
Rules, or its Leased Access Policy Statement during the term of the Leased Access Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is
hereby acknowledged, Cablevision and Lessee agree as follows:

1. The term of the Leased Access Agreement is hereby extended for an additional
thirteen (13) weeks with the first cablecast scheduled for _____, at _____ .m.
(Day, Date, and Time), and the last cablecast scheduled for _____, at
_____ .m.(Day, Date and Time), and with various other showings of the same program
format at various other times throughout the period. The Program will be carried on Cablevision
of _____ Channel _____. Channel location and schedule is subject to change
upon notice from Cablevision.

2. All of the terms and conditions, obligations, representations and warranties set forth
in the Leased Access Agreement continue in full force and effect during the term of the Renewal
Agreement, and those terms and conditions, obligations, representations and warranties are hereby
incorporated by reference, including, but not limited to, the obligation to maintain an “occurrence-
based” Professional Liability Insurance policy in the amount of at least \$1,000,000 per occurrence
in full force and effect during the term of this Renewal Agreement.

3. The Program description is as set forth in Lessee’s original Application, or will be
amended as follows (Lessee: Please describe any changes to the description of the Program, or if
none, please state that there are none).

4. The Program will be carried as part of the Tiered category of programming. The hourly rate for such carriage in the Cablevision of _____ system is \$_____. The rate for each cablecast shall be \$_____, including a flat technical service fee of \$25.00 per program insertion. The total fee for all cablecasts scheduled hereunder is \$_____. Such amount is payable in full by certified check or money order and must be made prior to the commencement of the Lessee's programming run.

Other costs (as necessary):

Technical Fee: _____

Billing/Collection Fee: _____

AGREED, this ___ day of _____, 20__

LESSEE

CABLEVISION OF _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Attachment D

ACKNOWLEDGEMENT BY TRANSFEREE/ASSIGNEE
ACKNOWLEDGEMENT FORM

1. (Cablevision Entity) _____ (“Lessor”), and _____ (“Lessee”) are parties to a Channel Lease Agreement dated _____ (the “Agreement”) pursuant to which Lessee has the right to use a Channel (as that term is defined in the Agreement) for delivery of Lessee’s programming.

2. Subject to Lessee’s right to use the Channel pursuant to the Agreement, Lessee desires to allow _____ (“Assignee”) to use all or a part of the Channel during the time period(s) and in the manner set forth below:

3. Assignee represents and warrants that it has received a copy of the Agreement and acknowledges that its use of the Channel is subject to all terms and conditions of the Agreement as if it had executed the Agreement as Lessee, including, without limitation, all representations, warranties and indemnifications.

4. Assignee acknowledges that, regardless of the lease rate set forth in the Agreement, the lease rate for leased access capacity used by Assignee shall be the maximum rate for leased access capacity allowable under applicable law.

5. Assignee represents and warrants that it has obtained the insurance required of Lessee by the Agreement and that it has delivered to Cablevision (or is delivering simultaneously with this Acknowledgement form) an insurance certificate that complies in all respects with the requirements set forth in the Agreement. Assignee acknowledges that Cablevision has the right to refuse to transmit Assignee’s programming until Cablevision has reviewed and approved the insurance certificate, which shall be done within a reasonable time after its receipt. Approval shall not be unreasonably withheld by Cablevision.

6. Assignee represents and warrants that Assignee has the right and authority to sign this Acknowledgment Form and to perform its obligations under both the Acknowledgment Form and the Agreement. Assignee represents and warrants that any person executing this Acknowledgment Form on behalf of Assignee has been authorized to do so by Assignee.

Assignee represents and warrants that Assignee is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance under this Acknowledgment Form or the Agreement. Assignee acknowledges that the obligations created by this Acknowledgment Form, insofar as they purport to be binding on Assignee, constitute legal, valid and binding obligations of Assignee enforceable in accordance with their terms.

7. Assignee acknowledges that Cablevision has the right to refuse to transmit Assignee's programming until Cablevision has reviewed and executed the Acknowledgment Form, which shall be done within a reasonable time after receipt of the completed Acknowledgment Form. Consent shall not be unreasonably withheld by Cablevision.

8. For purposes of the notice provision in the Agreement, Assignee's address is:

Attention: _____

ASSIGNEE:

LESSEE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREED AND ACCEPTED:

(CABLEVISION ENTITY)

By: _____

Title: _____

Date: _____

Attachment E

**ACKNOWLEDGEMENT BY SUBLESSEE
ACKNOWLEDGEMENT FORM**

1. (Cablevision Entity) _____ (“Lessor”), and _____ (“Lessee”) are parties to a Channel Lease Agreement dated _____ (the “Agreement”) pursuant to which Lessee has the right to use a Channel (as that term is defined in the Agreement) for delivery of Lessee’s programming.

2. Subject to Lessee’s right to use the Channel pursuant to the Agreement, Lessee desires to allow _____ (“Sublessee”) to use all or a part of the Channel during the time period(s) and in the manner set forth below:

3. Sublessee represents and warrants that it has received a copy of the Agreement and acknowledges that its use of the Channel is subject to all terms and conditions of the Agreement as if it had executed the Agreement as Lessee, including, without limitation, all representations, warranties and indemnifications.

4. Sublessee acknowledges that, regardless of the lease rate set forth in the Agreement, the lease rate for leased access capacity used by Sublessee shall be the maximum rate for leased access capacity allowable under applicable law.

5. Sublessee represents and warrants that it has obtained the insurance required of Lessee by the Agreement and that it is has delivered to Cablevision (or is delivering simultaneously with this Acknowledgement form) an insurance certificate that complies in all respects with the requirements set forth in the Agreement. Sublessee acknowledges that Cablevision has the right to refuse to transmit Sublessee’s programming until Cablevision has reviewed and approved the insurance certificate, which shall be done within a reasonable time after its receipt. Approval shall not be unreasonably withheld by Cablevision.

6. Sublessee represents and warrants that Sublessee has the right and authority to sign this Acknowledgment Form and to perform its obligations under both the Acknowledgement Form and the Agreement. Sublessee represents and warrants that any person executing this Acknowledgement Form on behalf of Sublessee has been authorized to do so by Sublessee.

Sublessee represents and warrants that Sublessee is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance under this Acknowledgment Form or the Agreement. Sublessee acknowledges that the obligations created by this Acknowledgment Form, insofar as they purport to be binding on Sublessee, constitute legal, valid and binding obligations of Sublessee enforceable in accordance with their terms.

7. Sublessee acknowledges that Cablevision has the right to refuse to transmit Sublessee's programming until Cablevision has reviewed and executed the Acknowledgment Form, which shall be done within a reasonable time after receipt of the completed Acknowledgment Form. Consent shall not be unreasonably withheld by Cablevision.

8. For purposes of the notice provision in the Agreement, Sublessee's address is:

Attention: _____

SUBLESSEE:

LESSEE:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

AGREED AND ACCEPTED:

(CABLEVISION ENTITY)

By: _____
Title: _____
Date: _____