

Access Montgomery/Montgomery Community Television, Inc.
FACILITY USER AGREEMENT
DISTRIBUTION OF USER PROVIDED PROGRAMMING

This document constitutes an AGREEMENT between Montgomery Community Television, Inc. (MCT), non-profit corporation under the laws of Maryland, with its principle offices at 7548 Standish Place, Rockville, MD 20855, and _____ (User).

This AGREEMENT governs the User's operation of MCT's transmission facilities for distributing User's video programming titled, _____.

For purposes of this AGREEMENT, "distribution" means cablecasting via the MCT community access cable channel for Montgomery County, MD. Further distribution includes the following methods:

Web casting throughout the world, via the Internet, or through other electronic means including, but not limited to, fiber-optic telephone lines, wireless (cell) telephone, flash computer memory, portable media devices and electronic download or any other means, whether or not invented at the date of this AGREEMENT.

MCT and the User understand and agree to the following:

1. MCT agrees to distribute, in accordance with this AGREEMENT, non-commercial video programming that User provides to MCT.
2. User agrees that MCT has the right to refuse to distribute User programming that MCT determines, under applicable law, is solicitous, promotional, obscene, defamatory, an invasion of privacy, a violation of publicity rights and/or advances illegal purposes.
3. User agrees that MCT retains sole responsibility for scheduling and distributing User programming that MCT accepts and agrees to disseminate.
4. User agrees, concerning programming it submits to MCT, to obtain copyright

agreements, licenses and permits from broadcast stations, networks, sponsors, music licensing organizations, performers' agents and/or representatives and any and all other individuals or entities to permit distribution.

5. User agrees, concerning a pre-recorded program for which User does not hold copyright, to submit to MCT proof of a distribution arrangement with the copyright holder.

6. User agrees to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCT, and their agents, employees and representatives from any and all liability and injury arising from or in connection with claims for User's failure to comply with applicable laws, rules, regulations and/or local, state, and/or federal authorities for claims of defamation (libel and/or slander), invasion of privacy, right of publicity, infringement of copyright unauthorized use of a trademark, trade name, design patent and/or service mark.

7. User agrees to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCT for User's breach of contract and/or other obligations with third parties.

8. User's agreement to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCT includes assumption of the attorney's fee and costs of defending any litigation arising from User's violations stated in ¶¶ 6 and 7.

9. User agrees to assume liability for any and all claims arising from User's damage or injury, in law or equity, from claims arising from or in connection with User's use of MCT production and/or distribution facilities, including, but not limited to, loss and/or damage to

MCT videotapes, DVDs, flash computer memory devices, computer hard drives, electronic files and or other media User employs to submit programming for distribution through MCT.

10. User agrees to publicly disclose information concerning the programmer's creator, copyright owner, location of the program creation, program funding sources and agrees to any MCT requirement concerning on-screen credit of this information.

11. User shall retain copyright to any program the User submits to MCT for distribution.

12. MCT reserves a non-exclusive license to distribute User's programming for a period of three (3) years from the date of this AGREEMENT, without limit concerning the frequency of distribution, unless MCT and the User negotiate otherwise in a written agreement.

13. MCT reserves a non-exclusive license to use excerpts of up to five minutes from the User's programming, into perpetuity, unless MCT and the User negotiate otherwise in a written agreement.

14. The applicable laws of Maryland shall govern this AGREEMENT.

TO CONFIRM THIS UNDERSTANDING, MCT and the User have executed this AGREEMENT in Rockville, MD, as of _____, _____.

Montgomery Community Television, Inc.

MCT Community Access User

By: _____

SIGNATURE: _____

ADDRESS: _____
