

## THE CAPITOL CONNECTION – Business Television

This Program Agreement is made on \_\_\_\_\_, by and between the GEORGE MASON UNIVERSITY INSTRUCTIONAL FOUNDATION, INC., a non-stock Virginia corporation with offices at The Capitol Connection, George Mason University, 4400 University Drive, MS-1D2, Fairfax, Virginia 22030-4444 (hereinafter the "Foundation"), and

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Á (hereinafter the "Patron").

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### RECITALS:

1. The Foundation is a nonprofit corporation organized for the purpose of supporting the educational and cultural activities of George Mason University. The Foundation will undertake to transmit the proceedings of the Congress of the United States, as well as other programs that complement the educational mission of George Mason University.

2. The Foundation has various contractual Agreements in place that allow it to transmit or retransmit C-SPAN, C-SPAN2, C-SPAN3, CNN, CNBC, MSNBC, FOX News and Bloomberg TV for use in private or government offices. Some, but not all, of these program services can also be displayed in public spaces. The Federal Communications Commission has licensed the Foundation to transmit all of these proceedings and other program services.

3. The Foundation will contract with one or more service partners to install and to maintain the equipment necessary for the programming to be provided herein.

4. The Patron desires to receive the television programs of the Foundation upon the terms set out below.

NOW, THEREFORE, for and in consideration of the premises and the covenants herein contained, the parties agree as follows:

1. **Equipment Costs.** The Foundation or its service partner agrees to install the equipment at the Patron's premises if no such equipment is currently in place. Such equipment shall include a receiving antenna, downconverter, power supply and associated hardware (hereinafter the "Equipment"). At the request of the Patron, the Foundation will also install set-top boxes and a cable distribution system from the Foundation's Equipment to the offices of the Patron, or, if the Patron has an existing distribution system within the above premises, the Foundation at its option may connect its Equipment to the Patron's distribution system. All costs of materials, labor and installation, of whatever nature, including any costs levied by the owner of the premises occupied by the Patron, its agents or employees (including any costs for roof rights and/or rights to run cable) will be borne by the Patron. The Foundation will give the Patron an estimate of all such costs and expenses prior to beginning any installation work, unless the Patron requests installation without an estimate.
2. **Programming.** For an annual program fee based upon the Patron's selection of one of the Program Packages listed below (check next to the Program Package desired), the Foundation will provide to the Patron the televised proceedings of the U.S. House of Representatives (**C-SPAN**), the United States Senate (**C-SPAN2**) and **C-SPAN3** as transmitted to the Foundation by C-SPAN, Inc.; the televised programming of the Cable News Network (**CNN**); and **CNBC**, **MSNBC** and **FOX News** as transmitted to the Foundation by TBS, CNBC and FOX, respectively; **Bloomberg Television** as transmitted to the Foundation by Bloomberg LP; and, if selected by the Patron, the televised proceedings of the open meetings of the Federal Communications Commission (**FCC**) and Federal Energy Regulatory Commission (**FERC**) as provided to the Foundation by the FCC and FERC, respectively. Also, at the Patron's option, local broadcast channels (generally, channels 4, 5, 7, 9, 20, 26 and 32) may be available with the installation of a UHF/VHF receiving antenna. Telecourses and/or other programs that are deemed by the Foundation as supportive of the overall educational mission of GMU may be televised, as well.

**Program Packages and Associated Annual Fees**  
*(Initial the Program Package desired)*

C-SPAN, C-SPAN2, C-SPAN3, CNN, CNBC, MSNBC, Bloomberg and FOX News <b>(Basic Package)</b> .....	\$595	
<b>Basic Package</b> PLUS the Open Meetings of the <b>FCC</b> .....	\$795	
<b>Basic Package</b> PLUS the Open Meetings of the <b>FERC</b> .....	\$895	
<b>Basic Package</b> PLUS the Open Meetings of the <b>FCC</b> and <b>FERC</b> .....	\$995	
<b>Local Broadcast Channels</b> (generally 4, 5, 7, 9, 20, 26 and 32.....	ADDITIONAL	(*Where Available)

3. Ownership and Maintenance of Equipment. The Foundation's Equipment shall be and remain the property of the Foundation. The Foundation agrees to maintain its Equipment in good working order at all times at no additional cost to the Patron. At the Patron's request, the Foundation will also maintain the Patron's cable distribution system, set-top boxes and local channel antenna system upon payment by the Patron for time and cost of materials. Such system(s) shall be and remain the property of the Patron. The Patron agrees to submit all calls for Equipment service, maintenance and other similar requirements to the Foundation. Upon the expiration of this Agreement for any reason, the Foundation shall have the right, at its option, but not the obligation, to enter upon the Patron's premises at any reasonable time to remove, modify, disconnect or incapacitate all or any part of the Foundation's Equipment without compensation to the Patron, and without liability therefore.

4. Rights of Access. The Patron agrees to cooperate with the Foundation's service provider without charge in securing all easements, rights-of-way, rights of access, etc., necessary or desirable for the installation, operation, maintenance, change, repair, inspection, replacement or removal of the Foundation's Equipment.

5. Installation. The Foundation shall install its Equipment in the manner, and to the extent, it deems necessary or appropriate to provide the television programming. The Foundation's Equipment shall be installed in accordance with good engineering practices and shall conform to normal television service installations. The Patron will get or provide permission for installation, and will cooperate with the Foundation in making any physical changes or preparations to the premises reasonably necessary or desirable in the Foundation's opinion to install, operate or maintain the Foundation's Equipment, or the Patron's cable distribution system and Local Channel Antenna System, if requested. However, the Foundation shall have no liability if the Patron cannot obtain permission or get approvals for the Foundation to install, service or maintain its Equipment. If no TVs are on site and final connections need to be arranged, there will be a **\$75 service fee to install set leads and connect TVs.**

6. Unavoidable Interruptions. The Foundation shall have no liability for delay or interruption in installation, operation or maintenance of its Equipment, nor for any delay or interruption in the provision of television services due to strikes, riots, terrorist acts, floods, fire or other casualty, power outages, acts of terrorism, governmental actions or requirements, acts of God or any other cause beyond the control of the Foundation. Charges hereunder shall not be deferred, reduced or abated in any way on account of any such delay or interruption.

7. Applicable Governmental Regulations. The parties acknowledge that the furnishing of television service hereunder is subject to regulation by the FCC, and may in the future be subject to regulation by other governmental bodies of competent jurisdiction under federal, state or local law. Accordingly, if at any time during the term of this Agreement, such regulation by the FCC or any other governmental body shall nullify, modify or make unenforceable by the Foundation any provision of the Agreement and the Foundation in good faith then determines the continuation of this Agreement is not in the reasonable best interest of the Foundation, then the Foundation may, at its option, exercisable on sixty (60) days' prior written notice to the Patron, terminate this Agreement without compensation or liability to the Patron.

8. Removal. In the event the Patron moves from the premises designated above, or fails to renew this or a successor Agreement for a subsequent year or years, or fails to pay the annual program fee within thirty (30) days after the same becomes due, the Foundation may terminate this Agreement and recover its Equipment from the premises. In the event the Patron moves from the premises above, the Foundation agrees to install its Equipment

at the Patron's new premises upon payment by the Patron of all installation costs for labor and materials. **Disconnect charges are \$75.00 per visit.**

9. Television Service Connections. The Patron may connect as many television sets or individual computers with TV cards within the Patron's organization at the above address as it may desire, without paying additional program fees. However, the Patron may in no event allow any other agency, division (funding line or funding code), entity, subtenant or any person who is not an officer, partner or employee of the Patron, to connect to the Foundation's television services provided to the Patron without first obtaining the Foundation's written consent, and may not mark up the program fee. The annual program fee provides unlimited connections within the same organization (defined as having the same budget and tax ID number) at the same address. Subtenants of the Patron will need to establish a separate account by signing a separate Program Agreement. The Foundation's programming may not be digitized and redistributed via LAN (local area network), WAN (wide area network), streaming media or the Internet, as any such distribution to the desktop via a computer network of any kind is strictly prohibited by the Foundation's Agreements with all of its Programmers and program sources, including, but not limited to C-SPAN, CNN, CNBC, MSNBC, FOX News Channel, Bloomberg Television, the FERC and the FCC.

10. Additional Program Channels. In the event Foundation should add additional program channels to the service provided herein, Patron will have the opportunity, at its option, to obtain such service upon payment of an additional annual program fee as then determined by Foundation.

11. Duration and Cancellation. This Agreement shall be in effect for an initial period of one year from the date it is signed. This Agreement may be extended for additional periods of one year each, based on payment of the annual program fee. Written Notice of Cancellation must be received 30 days prior to the date of cancellation, pro-rated refunds may be provided if the reason for cancellation is provided. Refunds are not available if cancellation occurs within the first year of service. If the Foundation provided a "free" set top box to the Patron, that box must be returned within 30 days of cancellation or the Patron will owe \$235 plus tax to the Foundation and not get a pro-rated refund. A disconnect fee of \$75 is deducted from pro-rated refunds.

12. Miscellaneous. The Patron may not assign its rights hereunder without the prior written approval of Foundation. The Foundation may assign its rights without the prior approval of any or all Patrons. The headings of this Agreement are for reference only and shall not limit or define the meaning thereof. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia; it may not be changed, waived, modified or terminated except by written instrument signed by the parties.

13. No Utility. It is agreed that the Foundation is not a public service corporation, and the Foundation reserves the right to refuse or to terminate service to any person, agency or entity.

**IN WITNESS WHEREOF**, the Foundation and the Patron have executed this Agreement as of the day, month and year first above written.

BY  Date \_\_\_\_\_  
Michael R. Kelley, Ph.D., President, George Mason University Instructional Foundation, Inc.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Patron Signature)

PRINT NAME and TITLE \_\_\_\_\_

For notices regarding the TV services provided, including the FCC's open meetings, please contact:

The Capitol Connection  
George Mason University  
4400 University Drive, MS# 1D2  
Fairfax, Virginia 22030-4444  
(703) 993-3100

The Federal Communications Commission  
445 12<sup>th</sup> Street, SW, Rm. TW-C206  
Washington, D.C. 20554  
Attn: Dann Oliver  
(202) 418-0460