



**VOTE WITH YOUR REMOTE:**  
**The 2009 El Paso On Demand Film & Music Video Exhibition**  
**APPLICATION FOR PARTICIPATION: DUE BEFORE SEPTEMBER 15, 2009**

**CATEGORY (Select One Only)**

- Feature Length Films
- Documentary Films
- Short Films (under 45 minutes)
- Music Videos

**VIDEO TYPE**

- Beta SP
- Beta SX
- DVC Pro 25
- DV Cam
- Large DV at SP Speed
- Mini DV at SP Speed
- Video DVD
- VHS
- Data Disk - MPEG2 720 X 480 29.97fps Transport Stream
- Other (Please Describe):

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**CANDIDACY (Check All that Apply)**

- I am a from the El Paso Region
- I currently reside in the El Paso Region

**STUDENT CLASSIFICATION (Check All that Apply)**

- I am at lease eighteen (18) years of age
- I am currently enrolled as a student at:

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**LANGUAGE**

- The majority of my film/music video is in English
- The majority of my film/music video is in Spanish

**INFORMATION ABOUT THE FILM OR MUSIC VIDEO**

Title:

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Date of Release:

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Summary (150 words or less):

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*Director Contact Information:*

Full Name:

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Phone:

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## VIDEO ON DEMAND LICENSE AGREEMENT

This VIDEO ON DEMAND LICENSE AGREEMENT (this “Agreement”) dated as of [DAY, MONTH, YEAR], is by and between [LICENSOR NAME] (“Licensor”), and TIME WARNER CABLE INC. (“TWC”), on behalf of its [DIVISION NAME] Division (the “Division”).

The parties hereby agree as follows:

1. Grant of Rights.

(a) Licensor hereby grants TWC the right to offer, distribute, transmit and exhibit the Program(s) on a Video on Demand basis to its subscribers. As used in this Agreement: (i) “Video on Demand” or “VOD” means that mode of exhibition whereby a viewer may select and view a Program at any time at such viewer’s discretion; and (ii) “Program” means each full motion video program (and the accompanying principal audio portion of such programs) listed on Schedule A attached hereto, as may be amended from time to time as mutually agreed.

(b) The license granted hereby in respect of each Program shall permit a subscriber to request and view such Program (i) an unlimited number of times, or (ii) if applicable, an unlimited number of times during the Available Window and, with respect to subscribers who order such Program on the End Date, during the twenty-four (24) hour period immediately after the End Date. “Available Window” means the period of time during which a Program is licensed to TWC hereunder, which period of time, if applicable, is indicated on Schedule A. If no Available Window is indicated on Schedule A for any Program, then TWC may distribute, transmit and exhibit such Program on a VOD basis for such period of time as TWC shall determine in its discretion. “End Date” means the last calendar day of the Available Window, if applicable, with respect to a particular Program.

(c) Licensor hereby grants TWC the right to encode, compress, digitize, record, copy, index, segment and otherwise technologically manipulate the Programs, as required to make the Programs available to subscribers on a VOD basis.

2. Fees. There shall be no fees or royalties payable by TWC for, or in connection with, the licenses granted hereunder.

3. Term. The term of this Agreement shall commence as of the date hereof and end on [DAY, MONTH, YEAR] (the “Term”) and shall automatically renew for successive one (1) year periods unless either party provides the other with sixty (60) days’ prior written notice of such party’s intention to terminate at the end of the initial term or then-current renewal term.

4. Licensed Programs.

(a) Each Program shall be of broadcast quality and (unless otherwise indicated on Schedule A) professionally produced by or on behalf of Licensor. Schedule A may be amended from time to time to reflect the license of additional Programs hereunder.

(b) Unless otherwise indicated on Schedule A, Licensor shall deliver the Programs to TWC via a mutually agreed delivery method and, if applicable, will provide information about the Programs (also known as meta data) in a format acceptable to TWC.

(c) The source video or other medium in which each Program is delivered to TWC will not, except as required by applicable law or regulation, contain or have embedded any data, information, images, sounds or other material other than the primary video and accompanying audio stream of such Program, and TWC shall have the right to strip or block any and all such additional material from the Program as delivered to subscribers.

(d) No Program shall contain any advertising or sponsorships.

(e) TWC shall not be (i) restricted from the practice of establishing connections to subscriber devices utilized for duplication of programming, or from providing subscribers with VCR- and DVR-like functionality via set-top boxes or other equipment or means; or (ii) responsible or liable for any subscriber's recording of all or any portion of any Program.

5. Promotion.

(a) TWC shall have the right to advertise and promote by any means or media the VOD exhibition of the Programs.

(b) TWC acknowledges that, as between TWC and Licensor, Licensor's name, the names of certain Programs, and names and marks included in the Programs are the property of Licensor (or its suppliers) and that TWC shall not acquire any proprietary rights therein by reason of this Agreement. Licensor agrees that TWC may use such names and marks, as well as excerpts from any Program (including video or audio portions only), in promotional materials (such as but not limited to print or electronic (including interactive) program guides, web sites, program listings, spots and bill stuffers), on-screen promotions and billing statements.

(c) Licensor shall not use, and no right or license is herein granted to Licensor to use, any of the trade names, trademarks, copyrights, styles, slogans, titles, logos or service marks of TWC or any Time Warner company.

6. Insurance. Licensor represents, warrants and covenants that (i) it has obtained Broadcaster's Errors and Omissions Insurance which includes copyright infringement liability coverage covering the Programs and all elements thereof from an insurance carrier rated not less than A- by A.M. Best and with limits of no less than \$1 million per occurrence; (ii) such insurance shall remain in full force and effect throughout the Term; (iii)

TWC shall be named as an additional insured; and (iv) Licensor shall provide TWC with documentation to such effect by issuance of a Certificate of Insurance upon the execution hereof, and upon written request from TWC from time to time.

7. Representations and Warranties.

(a) Licensor represents, warrants and covenants that (i) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; (ii) it is not subject to any contractual or other legal obligation that will in any way interfere with its full performance of this Agreement; (iii) the individual executing this Agreement on behalf of Licensor has the authority to do so; (iv) it has and will have all rights necessary to grant the licenses granted herein, free and clear of all liens, restrictions, charges, claims and encumbrances, that it has obtained and will maintain all licenses, permits, exemptions, authorizations and consents necessary to fully perform this Agreement, including without limitation synchronization and performance licenses in respect of all music contained in the Programs; (v) no Program (x) is or will be illegal, libelous, slanderous or defamatory; or (y) violates or infringes or will violate or infringe the civil or property rights, copyrights, music synchronization or performance rights, trademark rights, patent rights, rights of privacy or publicity or any other rights of any person; (vi) each Program will be appropriate for family viewing under local community standards and in no event rated more restrictively than TV-PG in accordance with then-current NCTA accepted standards; and (vii) the Programs will comply with all regulations of the Federal Communications Commission applicable to the Programs and to TWC's distribution thereof. Licensor shall provide to TWC all records demonstrating such compliance as are necessary for TWC to timely demonstrate its compliance as a cable operator. Without limitation to any other right or remedy TWC may have under this Agreement, at law or in equity, TWC may at any time cease offering any Program or terminate this

Agreement if any of the foregoing representations are breached in respect thereof.

8. Indemnification and Other Remedies.

(a) Licensor shall indemnify and, subject to Section 8(c), defend TWC, its affiliates (including without limitation the Division), and each of their respective officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "Losses" and, individually, a "Loss") that are sustained or incurred by or asserted against any of them and that arise out of (i) any breach or alleged breach of this Agreement by Licensor or (ii) the Programs, including the promotion or advertising of any Programs (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or publicity, or infringement or violation of copyrights, music synchronization or performance rights, trademark rights or patent rights) and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (collectively, "Expenses") reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(b) TWC shall indemnify and, subject to Section 8(c), defend Licensor and its affiliates (including controlling persons and related companies), officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all Losses that are sustained or incurred by or asserted against any of them and that arise out of any breach of this Agreement by TWC and shall reimburse them for any and all Expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(c) Promptly after receipt by a party of notice of the commencement of any action, suit, proceeding or investigation in respect of which a claim for indemnification may be made hereunder

such party will give written notice thereof to the other party; but the failure to so notify the other party will not relieve the other party from any liability or obligation which the other party may have to any indemnified person except to the extent of any material prejudice to the other party resulting from such failure. If any such action, suit, proceeding or investigation is brought against an indemnified person, the indemnifying party will be entitled to participate therein and, if it wishes to assume the defense thereof with counsel satisfactory to the indemnified person (who shall not, except with the consent of the indemnified person, be counsel to the indemnified person) and gives written notice to the indemnified person of its election so to assume the defense thereof within fifteen (15) days after notice shall have been given to it by the indemnified person pursuant to the preceding sentence, will be entitled to assume the defense thereof. The indemnifying party shall not enter into any settlement that imposes any liability on the indemnified party without the prior written consent of the indemnified party.

(d) TWC shall not, for any reason or under any legal theory, be liable to Licensor for any special, indirect, incidental, punitive or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable and regardless of whether it was informed or had direct or imputed knowledge of the possibility of such damages or loss in advance.

(e) All rights, powers and remedies afforded to a party hereunder, by law, in equity or otherwise shall be cumulative (and not alternative).

9. Notices. All notices required or permitted to be given pursuant to this Agreement shall be given in writing to the appropriate party at its address set forth on the signature page hereof, and shall be deemed given upon receipt thereof.

10. Miscellaneous.

(a) The validity, interpretation, performance and enforcement of this Agreement shall be governed by the law of the State of **TEXAS**. The respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations.

(b) Sections 7 (“Representations and Warranties”), 8 (“Indemnification and Other Remedies”), 9 (“Notices”) and 10 (“Miscellaneous”) shall survive the expiration or termination of this Agreement for any reason.

(c) Either party may terminate this Agreement on at least thirty (30) days’ prior

written notice in the event of a material breach by the other party that is not cured within such 30-day period.

(d) This Agreement constitutes the entire understanding between Licensor and TWC concerning the subject matter of this Agreement, and supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of this Agreement. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

**[TIME WARNER CABLE DIVISION]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notice:

**[DIVISION NAME AND ADDRESS]**

ATTN:  
Kelcey Wells  
7010 Airport Road  
El Paso, Texas 79906

**[LICENSOR NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notice:

**[LICENSOR ADDRESS]**

**[LICENSOR ATTN]**

with a copy to:

Time Warner Cable Inc.  
290 Harbor Drive  
Stamford, CT 06902  
ATTN: Executive Vice President,  
Programming; and Executive Vice  
President and General Counsel