

**AGREEMENT FOR USE OF
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
VIDEO IMAGES
ON TRAFFIC CONDITIONS**

This Agreement For Use of South Carolina Department of Transportation Video Images on Traffic Conditions is between the South Carolina Department of Transportation, hereinafter referred to as "SCDOT" and _____, hereinafter referred to as "Broadcaster."

WHEREAS, the SCDOT has a paramount interest in promoting motorist safety throughout the State of South Carolina and is currently in the process of implementing a statewide safety program of developing, installing, and operating a real-time Traffic Management System using live videographic media to monitor and respond to traffic conditions on the Interstate Highway System within the state; and

WHEREAS, the Broadcaster has the desire and capacity to disseminate regionally the video images generated by the SCDOT, the dissemination of which will benefit the general and motoring public by providing timely and accurate knowledge of traffic conditions thereby enhancing vehicular safety within the state.

Now, therefore, in consideration of the mutual promises herein the parties agree to the following terms and conditions:

1. The SCDOT hereby grants the Broadcaster non-exclusive access to SCDOT's traffic video information under the terms set forth herein.
2. The aforesaid access will be provided by the SCDOT without any monetary consideration to be paid by the Broadcaster but shall be subject to any other non-monetary conditions contained within this Agreement.
3. The Broadcaster will not sell, charge a fee, or seek any form of remuneration from a third party for use of the video images without prior approval of the SCDOT.
4. The SCDOT will provide the Broadcaster the video images generated by its CCTV cameras in monitoring traffic conditions within the following geographic area during the following times: _____

The camera view to be supplied by SCDOT shall be at the sole discretion of the SCDOT. Broadcaster will use the program video on the air routinely on weekdays during morning and afternoon peak periods and liberally at such times as traffic conditions warrant.

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Broadcaster will, on its own initiative, and/or at SCDOT's request broadcast the video immediately in any emergency situations.

5. Public broadcasts of video from SCDOT's CCTV system shall include on screen the SCDOT logo indicating the video is provided by SCDOT and also the camera location.

The Broadcaster will superimpose the SCDOT logo over all video provided by the SCDOT. The logo shall be of reasonable size and proportion and will be in a location that will not imply or associate the SCDOT with any other sponsor. If there is an instance where there is a sponsor's logo along with SCDOT logo, the SCDOT logo will dominate as to the size and location.

6. The Broadcaster will add a SCDOT video link to its website.

7. Broadcaster shall supply all required equipment, as reasonably determined by SCDOT, that is needed to utilize SCDOT's system at the demarcation point stated herein, and to transmit this information back to the Broadcaster's facility. The Broadcaster will retain ownership of this equipment and therefore, all costs and responsibility for purchasing, installing, operating, moving, and maintaining this equipment shall be the responsibility of the Broadcaster.

Any damage to SCDOT equipment and/or facilities resulting from Broadcaster's operations shall be repaired at no cost to SCDOT. SCDOT will be responsible for determining how the damage is to be repaired and who will make the repairs. Broadcaster agrees to reimburse SCDOT its reasonable costs and expenses incurred within thirty (30) days of the date of SCDOT's invoice.

8. Should any of Broadcaster's transmitting equipment impact SCDOT's operation in any way, Broadcaster shall immediately remedy the situation in a manner satisfactory to SCDOT. Broadcaster shall be responsible for all licensing requirements. Failure to remedy transmitting equipment impacts or comply with licensing requirements shall, at SCDOT option, result in the immediate termination of the agreement.

9. Broadcaster will access video signal at a demarcation point in the SCDOT building located at _____ . SCDOT will define the demarcation location. SCDOT may move the demarcation point at SCDOT discretion.

10. SCDOT is responsible for the video signal between its equipment and the demarcation point. The signal between the demarcation point and broadcaster's facility is the responsibility of Broadcaster. All access to the demarcation point by the Broadcaster will require prior notification and arrangements with SCDOT's Headquarters Traffic Engineering Office at phone number 803-737-1455.

11. Should any conflict arise between the activities covered under this agreement and existing or future federal or state policies, rules or regulations, this

agreement may be discontinued on thirty (30) days written notice at the discretion of SCDOT.

12. The Broadcaster will not duplicate or reproduce the video images or other information except in its normal course of recording newscasts.

13. The video images produced by the SCDOT are the sole, exclusive property of the SCDOT. The parties acknowledge, however, the Broadcaster shall have the right to sell commercial advertising at or during the time of the broadcast of the SCDOT generated video traffic signal, but the sponsorship shall be in good taste, neither offensive nor obscene, and consistent with contemporary community standards.

Additionally, the Broadcaster shall insure that graphic images of serious injuries and/or personal images of an identifiable nature are not to be used. The camera view supplied shall be at the sole discretion of the SCDOT and may be terminated at any time.

14. The Broadcaster further agrees to participate as a full partner in future SCDOT highway safety public awareness campaigns by providing airtime for a minimum of one, 30 second PSA in each of the following timeslots on a daily basis for a minimum of four, sixty day campaigns each year; SCDOT shall have the exclusive right to determine which of its PSA themes are to be broadcasted within a time slot:

0600 - 0800
0800 - 1200
1200 - 1700
1700 - 1930
1930 - 1230

15. Broadcaster agrees to indemnify and hold SCDOT harmless against any claims or actions by third parties from misconstrued or inaccurate information disseminated by Broadcaster. Further, Broadcaster will protect, save, hold harmless, and defend the SCDOT, its authorized agents and employees, for all claims, actions, costs, damages, or expenses of any nature whatsoever (including reasonable attorney fees and costs) by reason of the acts or omissions of Broadcaster, its agent, service providers, contractors, or employees arising out of or in connection with any acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages, or expense which may be caused by SCDOT or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence or other acts of omissions of (a) the SCDOT, its agents or employees and (b) Broadcaster, its agents, service providers, or employees, this indemnity provision shall be valid and enforceable only to the extent of the proportional negligence of Broadcaster or its agents or employees.

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16. The Broadcaster agrees to be solely responsible for providing other means of telecasting traffic information during periods when SCDOT supplied video feed are unavailable due to equipment malfunction, repairs, routine maintenance operations, shortages of personnel, ongoing response to emergency situations or other incident, or other circumstances beyond its control, and agrees not to interfere with SCDOT personnel during such periods.

17. This Agreement shall commence on date of execution by all parties and shall continue and renew automatically for successive terms of one (1) year subject to either party's right to terminate the Agreement at any time during its one (1) year term upon thirty (30) days written notice.

18. This Agreement is solely between SCDOT and the Broadcaster _____
_____ may not assign its interest herein to any other person or entity without the express written consent of SCDOT.

SCDOT:

BROADCASTER:

Name

Name

Title

Title

Date

Date