

PCTV Service Agreement: June 1, 2023 – May 31, 2024

THIS AGREEMENT made this 1st day of June, 2023 among and between:

Pleasantville Community Television, Inc.
PO Box 426 (2 Lake Street), Pleasantville, NY 10570
(hereinafter referred to as "PCTV")

and

Village of Pleasantville
80 Wheeler Avenue, Pleasantville, NY 10570
(hereinafter referred to as "Village").

In consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. TERM

This Agreement shall begin on June 1, 2023 and continue for a 1-year term, ending on May 31, 2024. This Agreement can be terminated with 120 days written notice by either party.

Upon the termination of this agreement, PCTV and the Village shall be relieved of their obligations hereunder, except for any monies due to PCTV, which shall be pro-rated and paid within thirty (30) days of the termination.

2. SCOPE OF SERVICES

The Village hereby retains PCTV to provide Village shows as requested according to Exhibit A (attached) PCTV will be responsible for timely production and broadcast of all content aired on the government access channels assigned to the Village by its cable franchises. PCTV will also make all Village content available for on-demand web access at PCTV76.org.

3. FEES + PAYMENTS

PCTV fees to the Village for services rendered pursuant to this Agreement shall be as follows:

YEAR 1: June 1, 2023 - May 31, 2024: \$100,000

In March 2024, the Village and PCTV will review the results of PCTV's operations and will consider fee increases, above the base fees in this agreement, for the following fiscal year. The Village shall consider fee increases prior to March 2024 based on operational performance and need of PCTV.

In addition to the service fees outlined above, the Village will make the following annual payments to PCTV:

37 Insurance Premiums: \$5,600, for the (1) contract year.
38 Contribution to Shared Website (pctv76.org): \$2,800, for the (1) contract year.
39 Payments due PCTV for the fiscal year, per Section 3, shall be within thirty (30) days of
40 receipt of an invoice from PCTV, dated not earlier than June 1 of the relevant year.

41 **4. REPORTING**

42 PCTV shall provide the Village with quarterly financial and operation reports in
43 September, December, March and June of each contract year. These reports shall
44 include detail entries on fiscal year-to-date revenues, expenses, cash balances, and
45 updates regarding revenue goals and initiatives. In June of each contract year, PCTV
46 shall provide the Village with the same report, based on fiscal year-end.

47 **5. PEG PAYMENTS FROM CABLE FRANCHISE HOLDERS**

48 In accordance with its cable franchise agreements, the Village shall pass-through to
49 PCTV any public access "PEG" payments received from its cable franchise holders.
50 These monies will be paid to PCTV within thirty (30) days of receipt from a cable
51 franchise holder.

52 **6. RELATIONSHIP OF THE PARTIES**

53 The parties hereto do not intend to form a partnership or an employee/employer
54 relationship for any purpose including, without limitation, Federal income tax purposes.

55 **7. GENERAL PROVISIONS**

56 a) Each party represents to the other that it has the power and authority to execute and
57 deliver this agreement and to perform its obligations hereunder. Each party further
58 acknowledges and confirms that it understands the terms and conditions of this
59 agreement and that it has freely, knowingly and voluntarily executed this agreement.

60 (b) Each party specifically acknowledges and agrees that it is not relying upon any
61 representations made by any other party or their respective agents in connection with
62 the making and execution of this agreement except as may be otherwise set forth
63 herein. Each party to this agreement has reviewed this agreement. The rule of
64 construction that any ambiguities are to be resolved against the drafting party shall not
65 be employed in the interpretation of this agreement.

66 (c) Notices given under this agreement shall be effective only if in writing and if
67 delivered personally, OR if mailed by registered or certified mail, return receipt
68 requested, and if properly addressed, OR if sent by a reputable, commercial courier
69 such as Federal Express.

70 (d) This agreement shall be binding and inure to the benefit of the parties. This
71 agreement may not be changed orally or assigned.

72 (e) The terms and conditions of this agreement shall supersede all prior negotiations,
73 discussion, undertakings and representations of any kind whatsoever, whether written
74 or oral, heretofore made, all of which are merged herein. This agreement constitutes the
75 full agreement of the parties.

76 (f) This agreement shall be governed by and construed in accordance with the laws of
77 the State of New York. Any disputes regarding or arising under this agreement shall be
78 resolved in any court of competent jurisdiction located in Westchester County, New
79 York.

80 (g) If any provision of this agreement, or the application of any provision to any person
81 or circumstance, shall be invalid or unenforceable, neither the balance of this
82 agreement nor the application of the provision to other persons or circumstances shall
83 be affected. Each provision of this agreement shall be valid and shall be enforced to the
84 fullest extent permitted by law.

85 (h) This agreement may be executed in several counterparts and by facsimile signature,
86 all of which shall constitute but one and the same instrument.

87 **IN WITNESS WHEREOF**, the parties have signed this agreement all as of the day and
88 year first above written.

89

90 PCTV, Inc.

Village of Pleasantville

91

92 By:_____

By:_____

93 Print Name:_____

Print Name:_____

94 Title: :_____

Title: :_____