

EQUIPMENT LOAN AGREEMENT: Comprehensive form for the loan of Television Production/Broadcast equipment for the purpose of producing a Public Access Program to air on Fairport Area Community Television Channel 15.

BORROWER

FULL LEGAL NAME OF BORROWER _____

DBA NAME (IF ANY) _____

HOME ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

PHONE () _____

EQUIPMENT LOCATION IF DIFFERENT THAN ABOVE _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

TELEPHONE () _____

AUTHORIZED REPRESENTATIVE _____ TELEPHONE () _____

FAIRPORT AREA COMMUNITY TELEVISION

NAME: Paul J. Kolacki- Station Manager

ADDRESS: 31 S. Main Street

CITY: Fairport STATE: New York ZIP: 14450

TELEPHONE: (585) 421-3214

QUANTITY MODEL NUMBER EQUIPMENT
DESCRIPTION/
SERIAL NUMBER

TERMS AND CONDITIONS

SECTION ONE.

TERM

The term of this Equipment Loan is for _____, and commences on the date an authorized employee of FACT executes and signs this Equipment Loan. The equipment shall be returned to the FACT studios no later than _____, 20__

SECTION TWO.
INDEMNITY

Borrower shall indemnify FACT against, and hold FACT harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this Equipment Loan, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

SECTION THREE.
LOSS OR DAMAGE

Borrower assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall relieve Equipment Loan borrower of its obligation under this agreement in the event of loss or damage. Borrower, at the sole option of FACT, shall (a) at borrower's expense, repair the equipment to the satisfaction of FACT; or (b) at borrower's expense, and to the satisfaction of FACT, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto in FACT; or (c) make payment to FACT the total of the amounts specified.

SECTION FOUR.
ASSIGNABILITY

Without FACT's prior written consent, borrower shall not (a) assign, transfer, pledge, or otherwise dispose of this Equipment Loan, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than borrower or borrower's employees.

SECTION FIVE.
LOCATION AND MAINTENANCE

At borrower's own risk, borrower shall use or permit the use of the equipment solely at the location specified and manor specified in this Equipment Loan, or if none is specified, at borrower's home address set forth above, and such equipment shall not be moved without FACT's prior written consent. Borrower, at borrower's expense, shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without FACT's prior written consent. FACT shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment.

SECTION SIX.
SURRENDER

On expiration of the Equipment Loan term or on demand by FACT, borrower, at borrower's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to the FACT Studios at 31 S. Main Street in Fairport, New York.

SECTION SEVEN.
TITLE; PERSONAL PROPERTY

The equipment is, and shall at all times remain, property of FACT, and borrower shall have no right, title, or interest except as expressly set forth in this Equipment Loan. The equipment is and shall at all times be and remain personal property although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the equipment of any kind or nature made by

borrower shall become component parts of the equipment, and title shall immediately vest in FACT and be governed by the terms of this Equipment Loan.

SECTION EIGHT.
NOTICES AND DEMANDS

Service of all notices under this agreement shall be sent by United States registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

SECTION NINE.
ARBITRATION

Any controversy or claim arising out of or relating to this Equipment Loan or its breach shall be settled by arbitration in accordance with the rules of the Fairport Cable Commissioners, and the Village of Fairport, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration shall be held in the Village of Fairport, County of Monroe, and any question of law shall be decided in accordance with the laws of the State of New York

SECTION TEN.
WARRANTIES

FACT does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property Equipment Loaned. FACT makes no express or implied warranties and Equipment Loans the property "as is" and "with all faults."

Warranties made by the seller and/or manufacturer of the Equipment Loaned equipment are assigned by FACT to borrower. In event of any claim concerning the location, installation, repair, or use of the property Equipment Loaned or any other claim concerning the property, regardless of cause or consequence, borrower's only remedy, if any, is against the seller or manufacturer of the property. No defect regardless the cause or consequence shall relieve borrower from performance under this Equipment Loan.

SECTION ELEVEN.
MISCELLANEOUS

This instrument constitutes the entire agreement between FACT and borrower and is irrevocable for its term. It shall not be amended, altered, or changed except by a written agreement signed by the parties. If more than one borrower is named in this Equipment Loan the liability shall be joint and several. Time is of the essence of this Equipment Loan. Any failure of FACT to require strict performance by borrower or any waiver by FACT of any provision of the Equipment Loan shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this Equipment Loan is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this Equipment Loan are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

Borrower applies to FACT for an Equipment Loan of the above-described property for Television Production purposes and agrees that this Equipment Loan is not to be construed as a consumer contract. If FACT accepts by executing the Equipment Loan below, borrower agrees to loan from FACT and FACT agrees to loan to borrower, the equipment, on all of the terms and conditions of this Equipment Loan, and to provide FACT a finished, edited television program for the purpose of airing on FACT Channel 15, the Public Access Television outlet for Fairport and Perinton.

Borrower certifies that all personal information submitted is true and correct and authorizes FACT to investigate borrower's loan worthiness and disclose information and investigation results to any and all Fairport Village Officials.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

Paul J. Kolacki-FACT Station Manager

Borrower

DATE