

RIVIERA UTILITIES

**SCHEDULE OF SERVICE REGULATIONS
FOR
COMMUNITY ANTENNA TELEVISION SERVICE
IN
BALDWIN COUNTY, ALABAMA**

**AS
APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS
ON
APRIL 17, 2001**

NOTICE
PROTECTION OF SUBSCRIBER PRIVACY

Riviera Utilities collects and maintains certain information concerning individual subscribers which is necessary to provide cable television to our subscribers and to detect unauthorized reception of our service. Such information includes billing records, service, maintenance and repair records, premium service subscription information, marketing and research survey information and subscriber complaints. We do not maintain this information any longer than is necessary for our business purposes. As a subscriber, you may review (and correct) any personal information held by us which pertains to you. The records are available at our office at: 413 E. Laurel Avenue, Foley, Alabama, during the hours of 9 AM - 5 PM, Monday - Friday. We request that you contact us beforehand by telephone or letter so that we are able to locate the information for your review.

Riviera Utilities may from time-to-time make your personal information available to our sales agents, businesses which provide services to the cable system, such as research consultants and our accountants, programming services, and representatives of the franchising authority. In addition, we occasionally provide the names and addresses of our subscribers to other companies, including program guide distributors. If you do not wish to have your name and address included on any such mailing list, please notify our office by telephone or letter and your name and address will be deleted from the list. Any person who feels aggrieved by an action of Riviera Utilities in violation of Section 631 of the Cable Communications Policy Act of 1984 may bring a civil action in a United States district court.

If we are served with a court order requiring disclosure of personally identifiable information concerning a subscriber, we will inform the subscriber before any such information is released. Under some circumstances, a governmental entity may seek a court order to obtain personally identifiable subscriber information from a cable system concerning a cable subscriber. The subscriber would then be given an opportunity to contest issuance of such an order.

I. DEFINITION OF TERMS
AND
EXPLANATION OF ABBREVIATIONS

- a) **“Riviera.”** The Utilities Board of the City of Foley, doing business as Riviera Utilities, with headquarters located at 413 East Laurel Avenue, P.O. Box 2050, Foley, Alabama 36536. Phone No. (251) 943-5001.
- b) **“Subscriber.”** The purchaser of service. This is understood to mean the person or party who has applied to Riviera to receive any of its CATV services at a specified location, and to be responsible for the use and payment of the services received as provided within this Schedule Of Service Regulations And Rates.
- c) **“CATV.”** Community Antenna Television, more commonly referred to as “cable television.”
- d) **“Analog Converter.”** An electronic device which converts Riviera’s incoming analog signals for use at the subscriber’s television receiver.
- e) **“Digital-To-Analog Converter.”** An electronic device which converts Riviera’s incoming digital signal for use at the subscriber’s television receiver.
- f) **“Month.”** One twelfth of a year, as near 30 days as practicable.
- g) **“Continuous Service.”** CATV service which Riviera endeavors to keep available at all times.
- h) **“Basic Service.”** CATV service consisting of various television programming for which a single monthly rate is charged to the subscriber, beginning with analog basic programming, and at the subscriber’s option, including digital basic programming.
- i) **“Premium Service.”** An optional CATV service consisting of one or more television programs for which a single monthly rate is charged to the subscriber in addition to the charge for basic service.
- j) **“Outlet.”** The receptacle through which CATV service is provided to the subscriber’s television receiver.

II. RULES AND REGULATIONS **REQUIRED OF SUBSCRIBERS**

A. GENERAL

1. The subscriber shall submit a written application for CATV basic service and optional premium service for each location where service is desired on forms provided by Riviera.
2. The new subscriber may elect to receive premium service only after he has submitted an application for basic service and premium service.

An existing basic service subscriber can elect to receive premium service by submitting his application for such service, but in no instance will any subscriber be permitted to receive premium service without Riviera's basic service. An existing basic service subscriber who elects to receive premium service will be charged for service monthly as provided in Rule II.C.

Premium service programming cannot be provided to any subscriber who shall charge any fee for its viewing, or in public places for viewing by a mass audience.

3. A copy of the rates, rules and regulations, under which CATV service will be supplied is open to inspection by the general public at the office of Riviera. A copy of Riviera's rules and regulations and applicable rate schedule shall be furnished to each subscriber without charge, upon request.

B. FEES AND DEPOSITS

1. Upon acceptance by Riviera of the subscriber's written application for CATV service, the subscriber shall pay to Riviera the applicable monthly service fee, all security deposits, any equipment lease fees or purchase costs, installation fees, connection fees, and any other fees or charges due Riviera. Any service, lease maintenance, purchase, installation, security deposits, and other charges for which the subscriber is obligated shall be payable in advance.
2. A security deposit may be required of the subscriber at the time formal application is submitted for service, and if applicable, shall be paid in an amount equal to the monthly rate applicable to such service.

3. Any equipment or service security deposit paid to Riviera by the subscriber shall be retained by Riviera until termination of service, and shall not bear interest payable to the subscriber.
4. Riviera's rates for CATV service are based primarily upon costs to provide overhead service to its various classifications of subscribers. However, underground construction of services and extensions can be made for any party who requests it, provided payment of the additional costs associated therewith has been made in advance to Riviera. Said additional costs shall be determined by the rules, regulations, fees and charges applicable to the requested underground installation(s) on the day and date immediately preceding the advance payment thereof.

Occasionally, Riviera may find it necessary to construct underground services and/or extensions due to various circumstances. In such instances, the additional costs associated therewith shall be assessed to all classifications of Riviera's CATV subscribers, and shall ultimately be recovered from all subscribers through Riviera's monthly rates and charges for CATV service.

C. MONTHLY PAYMENTS

1. Regardless of the number of days the subscriber receives service during the initial month of service, the monthly charge(s) applicable to the CATV service(s) rendered to the subscriber shall be waived [charges for installation, underground service and other applicable charges must be paid in full when due and are not subject to waiver].

The subscriber shall pay in advance to Riviera the full monthly service charge applicable to the service(s) to be rendered to the subscriber for the next billing month. This advance payment shall be due on the day beginning the billing month following the date of installation.

Each billing month thereafter, the subscriber shall pay Riviera, in advance, the full monthly service charge applicable to the service(s) rendered, which amount shall be due on the day beginning each succeeding billing month.

Regardless of the number of days the subscriber receives service during the month that service is terminated, the full monthly charge(s) applicable to the CATV service(s) rendered to the subscriber during the final month of service shall be due and payable by the subscriber upon termination of service. Monthly service charges shall be determined as per the schedule of rates applicable to the services for which the subscriber has applied and received, and is subject to change without formal notice by Riviera to the subscriber.

2. Bills for service will be rendered to the subscriber monthly, and will be payable to Riviera within fourteen (14) days from the due date as shown on the bill. Any such bill not paid within fourteen (14) days from the due date thereof shall then become delinquent, and Riviera may at any time thereafter, disconnect service to the subscriber, but only after the subscriber has been notified as provided in Riviera's "Policy Regarding the Collection And/Or Termination of Delinquent Customer Accounts," adopted and approved by the Board of Directors on June 5, 1979, or as said policy may subsequently be revised.

Bills shall be considered to be rendered, and notices shall be considered to be given, when left with the subscriber, or left at the premises where the service is rendered, or posted by United States mail addressed to the subscriber's last known mailing address.

Subscriber agrees to pay any and all costs, including court costs and reasonable attorneys fees, incurred by Riviera in connection with the collection of any monies due Riviera, including, but not limited to security deposits, lease fees, installation and connection fees, and monthly service fees.

D. INSTALLATION ON SUBSCRIBER'S PREMISES

1. The subscriber, upon acceptance of written application for CATV service by Riviera, grants permission for Riviera, its agents, servants, and employees, to enter upon the property of the subscriber for the purpose of installation, inspection, maintenance, testing and repair of the cable service to the subscriber's premises, and upon service being canceled for any reason, the subscriber grants permission for Riviera to enter upon the premises and remove all equipment and material belonging to Riviera, and to discontinue service thereto.
2. All equipment and materials installed, unless purchased from Riviera, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the subscriber's premises, shall remain the property of Riviera.

3. All wiring to, into, and within the subscriber's premises shall be furnished or approved by Riviera and installed at the subscriber's expense. No wiring will be installed by Riviera within any wall or attic space. The subscriber, at his option, may choose to install the wiring furnished or approved by Riviera within walls and/or attic spaces at his own expense; but in such instance, the subscriber shall install such wiring to Riviera's specifications and satisfaction, and shall not receive any discount or waiver of applicable installation fees or charges.
4. Unusual circumstances to the contrary, Riviera's CATV service to the subscriber's premises shall be located as closely to the point of electrical service attachment as is safe and practicable.
5. Any equipment or service rendered to the subscriber is subject to no warranties from Riviera, either expressed or implied. Subscriber agrees to pay Riviera for any repairs to its equipment and facilities at Riviera's applicable rates.
6. The subscriber agrees that Riviera, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc. used to provide and/or maintain service to subscriber.
7. The subscriber shall not hold Riviera responsible nor liable for programming content, nor for any changes, additions, or deletions in its programming, channel position or time schedule associated therewith.

E. TAMPERING AND UNAUTHORIZED SERVICE

1. The subscriber agrees not to tamper with any of Riviera's wiring or equipment, to extend lines, or alter in any manner any Riviera property. The subscriber also shall receive Riviera's CATV service with the understanding that he will adequately safeguard all Riviera properties upon the subscriber's premises from alteration and abuse by others, and that he will not hire or permit anyone other than authorized Riviera personnel to perform any work on Riviera's property, equipment, and facilities.
2. If unauthorized service is discovered by Riviera, the cost will be billed to the subscriber for an estimate of CATV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to Riviera's facilities, all of which must be paid in full before service can be reestablished or restored.

F. TERMINATION OF SERVICE

1. Whenever service is terminated, the subscriber shall return any equipment, such as a converter, to Riviera's office. If the returned equipment is received by Riviera and is found to be in satisfactory working condition, and subscriber has paid all service charges and any other applicable fees or charges, subscriber shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment is received by Riviera and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the subscriber, but shall be retained by Riviera and applied toward the cost of its repair or replacement.

The subscriber understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any converters provided are and shall remain the property of Riviera, and must be returned to Riviera at any time service is terminated or discontinued. Failure to return converter after service is terminated or discontinued will result in a charge being assessed to subscriber's final billing. The subscriber shall pay the charge, as established from time-to-time by Riviera, to cover the cost of any converter not returned, as well as any other expense incurred by Riviera resulting from subscriber's failure to return same. Willful failure to return any converter is also a crime punishable by law.

2. The subscriber shall notify Riviera of any change of occupancy or ownership of subscriber's premises promptly upon its occurrence. Nothing in these rules and regulations shall be construed to give the subscriber the right to sell or assign, or the successor tenant or occupant to acquire, any rights to use any of the equipment or service provided by Riviera.

III. RULES AND REGULATIONS
REQUIRED OF RIVIERA

A. CONTINUITY OF SERVICE

1. Riviera will use reasonable diligence to provide continuous service, but in case service to the subscriber should be interrupted or fail
 - a) by reason of accident, strike, storm, fire, flood, war, riot, legal process, governmental order, any Act of God, extraordinary repairs, or other causes beyond Riviera's control; or
 - b) by action of Riviera when, in Riviera's sole judgment, such interruption will prevent or alleviate an emergency threatening the integrity of its CATV system, electric system, natural gas system, water system, wastewater system, or any other system, or will aid in the restoration of its service in such an emergency; then

Riviera shall not be held liable for damages because of such interruption or failure and the subscriber shall make no claim for such damage.

2. In order to provide service, Riviera shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, Riviera will make every reasonable effort to provide service over alternate routes and facilities. The subscriber agrees that he will make no claims or undertake any action against any utility, including Riviera, if the service provided to the subscriber is interrupted or discontinued for this or any other reason.

3. Riviera shall make every reasonable effort to promptly restore CATV service to its subscribers in the event of any outage or interruption. Riviera shall also make every reasonable effort to investigate subscriber reports of poor CATV reception, etc., and to remedy same when found to be the fault of Riviera's system and/or equipment. However, subscriber reports regarding poor reception, etc., shall only be investigated and corrected during daylight hours.

In the event Riviera dispatches any of its personnel to investigate any subscriber complaint or outage, and the problem is determined to be caused by the subscriber's television receiver or other subscriber-owned facilities, the subscriber may be charged the cost of time, transportation and materials, but in no event shall said charge be less than thirty dollars (\$30.00).

B. SERVICE AVAILABILITY

1. Riviera shall make every reasonable effort to provide CATV service to every person who applies for such service in the shortest period of time practicable, and where Riviera's CATV service is readily available. Riviera's CATV system will be extended into areas where Riviera is duly authorized, and which in Riviera's sole judgment is economically feasible.

Any CATV extension necessary to provide service to any prospective subscriber, or group of prospective subscribers, will be considered to be economically feasible provided the total estimated cost to construct the extension does not exceed either:

- a) total annual revenues by a ratio of five to one; or
- b) projected total revenues over a five-year period.

In the event the total estimated cost to construct the extension exceeds both of the foregoing revenue requirements, the extension would only be considered to be economically feasible by the advance payment in full of the excess cost by the affected prospective subscriber(s) to Riviera as a non-refundable cash contribution to the aid of construction. Said payment must yield satisfaction of the foregoing revenue requirements, or construction of the extension will be unable to commence.

IV. RULES AND REGULATIONS

GENERAL PROCEDURES

1. Present procedures or provisions of any applicable manual of operations in conflict with any provisions of these rules and regulations are hereby expressly repealed and/or modified to the extent necessary to carry out the provisions hereof.
2. In the event any portion of these rules and regulations should be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions hereof, which shall continue effective.
3. These rules, regulations, and schedule of rates (which are attached hereto and are made an integral part hereof) shall become effective on the date specified, and after their passage and approval by the Board of Directors.
4. Upon passage and approval by the Board of Directors of these rules, regulations, and schedule of rates, the General Manager is authorized, empowered, and instructed, as the Board's chief administrative official, to obtain those forms and establish any internal procedures necessary to effectively implement the terms hereof.

**ADOPTED AND APPROVED BY
THE BOARD OF DIRECTORS ON:
APRIL 17, 2001**