

ARTICLE IX. MISCELLANEOUS PROVISIONS

Sec. 7.5-100. Grantee property

All property, plant, equipment and facilities contracted, installed, operated and maintained by a Grantee pursuant to this ordinance or a franchise granted hereunder shall be and remain the property solely of the Grantee and shall not become or be deemed a fixture or part of any public street or right-of-way or any other real property within the unincorporated areas of the county except upon abandonment by Grantee in accordance with Section 7.5-52.

(Ord. No. 1408, §1)

Sec. 7.5-101. Theft of service and tampering

No person, whether or not a subscriber to a cable system, shall knowingly or intentionally damage or cause to be damaged any wire, cable, conduit, equipment, apparatus, or appurtenance of the Grantee, or commit any act with intent to cause damage, or tap, tamper with, or otherwise connect any wire or device to a wire, cable, conduit, apparatus, or appurtenance of the Grantee with the intent to obtain a signal or impulse from the cable system without authorization from the Grantee, or to obtain cable or other communications services with intent to cheat or defraud the Grantee of any lawful charge to which it is entitled.

(Ord. No. 1408, §1)

Sec. 7.5-102. Rights reserved to grantor

(a) In addition to any rights specifically reserved to the Grantor by this Chapter, the Grantor reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under the franchise, and the Grantee by accepting a franchise hereunder agrees to be bound thereby and to comply with any action or requirement of the Grantor in its exercise of any such right or power.

(b) The Grantor reserves the right to waive performance by Grantee of any provision of the franchise, except those required by federal or state regulation, if the Grantor determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing, signed by a duly authorized representative of the Grantor. Waiver of any provision in one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.

(Ord. No. 1408, §1)

Sec. 7.5-103. Separability

If any provision of this Ordinance is held by any court or by any federal or state agency of competent jurisdiction, to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provisions shall be considered a separate, distinct, and independent part of this Chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantor and Grantee, provided that Grantor shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

(Ord. No. 1408, §1)