

TELEVISION ACCESS PARTNERS TV

(TAP TV)

**CHANNEL USE AGREEMENT
&
REQUEST FOR PLAYBACK**

TAP TV Channel Use Agreement and Request for Playback

- A. I have read, am thoroughly familiar with, and agree to comply with the TAP TV **Policies and Procedures**. I acknowledge that the **Policies and Procedures** may be amended from time to time by TAP TV after posting said amendments at the TAP TV facility. I agree that my use of the TAP TV facilities or resources shall constitute my acceptance and agreement to comply with all said **Policies and Procedures**, including any amendments adopted by TAP TV as of the date of such use.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material primarily designed to promote the sale of commercial products or services;
 2. The solicitation or appeal for funds for any purpose (unless specifically authorized by TAP TV management).
 3. Material that constitutes or promotes any lottery or gambling enterprise;
 4. Obscene material as defined by the U.S. Supreme Court;
 5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law;
 6. "Hate speech" or "fighting words," which are defined by the U.S. Supreme Court as "those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace."
- C. I certify that I meet the user eligibility criteria set forth in the TAP TV **Policies and Procedures**.
- D. I understand that every individual public access producer must share the resources of TAP TV and as such will be limited in the number and frequency of program cablecasts on TAP TV channels as set forth in the TAP TV **Scheduling Guidelines**.
- E. I have read, understand and am in agreement with TAP TV **Scheduling Guidelines**.
- F. I understand that TAP TV personnel or City staff may preempt or reschedule programming at any time, without prior notice.
- G. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party, and upon request will provide to management any and all copyrights, releases and third party agreements pertaining to the program named in this agreement.
- H. My signature on this Channel Use Agreement certifies that I assume full responsibility for the program content and releases TAP TV, the City of Lompoc and its staff from any liability of legal fees and expenses or legal challenge that may be incurred as a result of my cablecasting of my program.
- I. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by TAP TV.

- J. I understand that any program I submit for cablecast must contain the appropriate general disclaimer slates. I will include a legible disclaimer similar to the example below for a minimum of ten seconds at the beginning (immediately prior to first video) and at the end of each and every program.

PROGRAMMING DISCLAIMER:

The following (or preceding) program is (or was) presented by _____ who is wholly responsible for the content. The producer acknowledges that this program is not the expression of TAP TV, your cable television service provider, or the cities of Lompoc and Santa Maria.

For more information on this program, contact _____ at _____.
(Optional: Copyright 200__)

- K. I agree to check the appropriate box on the Request for Playback form regarding the suitability of my program for young children. I understand that programs containing such material will be scheduled at "safe harbor hours" (between 11:00pm and 5:00am) and that such programs will contain a legible disclaimer for a minimum of ten seconds at the beginning of the program (immediately prior to the general Programming Disclaimer) similar to the example below:

"The following program contains material or subject matter that may be unsuitable for younger audiences. Viewer discretion is advised."

- L. I agree to grant to TAP TV personnel non-exclusive unlimited rights to cablecast any program I submit. TAP TV may retain tapes I submit or copies thereof. I understand that TAP TV is not responsible for loss of or damage to any such tape or digital media I submit.
- M. I agree to indemnify, defend and hold harmless TAP TV, the local cable television franchisee, the City of Lompoc and its respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with TAP TV **Policies and Procedures**, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of TAP channel space, facilities, equipment, or other resources.
- N. I agree that I shall not represent myself or any other person involved in public, educational, or government access programming activities as an employee, representative, or agent of TAP TV.
- O. In my use of TAP TV channels, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.
- P. I understand that programming produced using TAP TV equipment or facilities must be cablecast at least once on a channel managed by TAP TV.
- Q. I understand that false or misleading statements made in the TAP TV Request for Playback form are grounds for forfeiture of the right to use TAP TV channel space, facilities, and equipment.

- R. I understand and agree that I am an independent contractor and that no relationship of employer/employee or principal/agent exists between TAP TV and myself.
- S. Any waiver of any breach of this Channel Use Agreement shall not waive any continuing or other breach of the same provision or any other provision of this Channel Use Agreement.
- T. Should a dispute arise between parties with respect to their rights and duties under this Channel Use Agreement, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith.
- U. This Channel Use Agreement is non-transferable.

TAP TV Warranty Agreement

I warrant that I have read, understand and agree to the terms and conditions in the TAP TV Channel Use Agreement and that the above program submitted by me contains no material that is:

Libelous, slanderous, otherwise a defamation of character or is an unlawful invasion of privacy; contrary to local, state or federal laws; obscene as defined by statute or regulations; intended to advertise or promote any commercial products or services; a solicitation of funds for any purpose; an unlawful use of copyrighted material; intended or likely to create an immediate danger or damage to property or persons.

I make these warranties and representations in order that this program be cablecast free of charge on TAP TV's PEG access channel(s). I further agree, to the extent allowed by law, to indemnify and hold harmless TAP TV, the City of Lompoc, the local cable television franchisee, and any of their employees, officers, Board of Directors, etc., from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of this program. I understand that I may be subject to prosecution in the event that this program is found to contain any material, which is obscene or otherwise unlawful and therefore not protected by the Constitution of the United States. I have read, understood and agree to abide by all terms and conditions set forth in the TAP TV **Policies and Procedures**.

Applicant's Name _____ Phone Number _____

Street Address _____ City _____ State _____ Zip Code _____

Signature of Applicant _____ Date _____

Signature of TAP TV Representative _____ Date _____

I certify that I am the parent or guardian of the above Applicant, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Channel Use Agreement.

Signature of Applicant's Parent/Guardian _____ Date _____

Address of Parent/Guardian (if different) Phone # (if different) _____