

Simsbury Community Television, Inc.



**SIMSBURY
COMMUNITY
TELEVISION, INC**
ENO MEMORIAL HALL
P.O. BOX 767
SIMSBURY, CT 06070
860-658-1720

COMMUNITY ACCESS CHANNEL USE AGREEMENT

PROGRAM TITLE: _____

(CHECK ONE)

- PRODUCER:** Signer using SCTV facilities and/or equipment to create program.
- PRODUCER/PROVIDER:** Signer using non-SCTV equipment to create program and program must be created in Simsbury.
- PROVIDER:** Signer had no role in producing program (courier only) or program is not created in Simsbury.

Your name (Please PRINT): _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Business Phone: _____
e-mail: _____

PROGRAM LENGTH: _____

DESCRIPTION OF PROGRAM: _____

(CHECK ONE)

- SERIES PROGRAM *
- ONE-TIME ONLY PROGRAM

(CHECK YES OR NO)

Is the program content suitable for viewing by young children? YES NO

- Community Access Channel Use Agreement filed at least annually.

SIMSBURY COMMUNITY TELEVISION, INC. (hereinafter "SCTV"), and the person whose name appears above as producer or program provider (hereinafter "Producer/Provider"), hereby agree to the following terms and conditions related to the cablecasting of the program listed above.

1. Cablecasting Time Slot. SCTV agrees to make available to the Producer/Provider a time slot in accordance with the Community Access Channel Policies & Procedures, a copy of which was received, read and understood by the Producer/Provider, so that the Producer/Provider's program can be cablecast over the cable television system in Simsbury.

2. Limits of Liability. Producer/Provider agrees that neither SCTV nor the cable system operator (Comcast Corporation) (hereinafter referred to as the "cable company") shall have any liability for interruptions in cablecasting, or for any failure to cablecast the Producer/Provider's program due but not limited to mistake, power failures, equipment failure or other reasons. Further, Producer/Provider agrees that SCTV's liability with respect to its provision of production assistance shall be limited to SCTV providing access to the community access channel or channels at another time (if available) to recreate or reproduce the programming if the programming in question was produced originally at SCTV facilities, or to replacement of the videotape with a blank videotape of like quality if the programming was pre-recorded and produced outside of SCTV's facilities.

3. Producer/Provider Liability. Producer/Provider shall make all appropriate arrangements with, and obtain all clearances and rights from broadcast stations, networks, sponsors, copyright holders, music licensing organizations, performers' representatives and any and all other persons or entities as may be necessary to cablecast the Producer/Provider's program material over the cable system. If the Producer has used other works in the creation of a work and such copyrights, performance rights, and other rights needed for cablecasting the work used is owned by another person or entity, the Producer must obtain the permission from the holder(s) of said rights.

4. Producer/Provider to Indemnify. In recognition of the fact that neither SCTV nor the cable company will pre-screen the content of the Producer/Provider's program material for compliance with the terms of this agreement, the Producer/Provider hereby accepts full liability for his or her acts and omissions, and the acts and omissions of all users associated with his or her programming, and in so doing agrees to indemnify and hold harmless SCTV, the cable company, and their respective parents, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors and assigns, from any and all liability or damages (including reasonable attorney's fees) arising from or in connection with claims or causes of action for failure to comply with any applicable federal, state or local laws, rules or regulations or claims or causes of action for slander, libel, commercial disparagement or unfair trade practice, defamation of character, infringement of privacy or publicity rights, copyright, musical performing rights, unauthorized use of trademark, trade name or service mark or any other literary, dramatic or contractual right of any person, for breach of contractual or other obligations owing to third parties, or for any other injury or damage in law or equity, which claims result from said Producer's/Provider's use of the access channel(s).

5. Prohibited Content. The Producer/Provider shall not produce or provide programming for cablecasting on the access channel(s) which contain the following:

- a. a lottery or any advertisement or information concerning a lottery or game of chance;
- b. any presentation of advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office);
- c. obscene material
- d. sexually explicit conduct; or
- e. material soliciting or promoting unlawful conduct.

6. Copyright and License. The copyright to the programming created by the Producer using SCTV equipment and/or equipment shall be owned by the Producer. However, the Producer licenses to SCTV, in perpetuity, the non-exclusive right to cablecast the programming over the access channel(s) and to make copies for non-commercial uses including, but not limited to maintaining a station archive of programming produced, exhibits, video contests, and individual copies where such copies are intended only for individual home viewing and not as part of any marketing plan for general duplication and distribution. The Producer further assigns to SCTV for a period of 20 years all of his/her rights to receive fees or royalties from copies or uses made from the programming unless the production fee and royalties, fees or other compensation as provided for in the following paragraph is paid.

7. Production Fee. Use of the access channel(s) or SCTV equipment or services for the monetary or financial gain of the Producer/Provider, any other individual or entity is strictly prohibited. If the Producer duplicates, displays, telecasts, or performs any programming created with SCTV equipment over any medium and receives compensation therefore, or if the work is telecast over any commercial video distribution system, the Producer shall pay to SCTV a production fee, the amount of which shall be based on the prevailing fair market value, at commercial rates, of the production equipment and services provided by SCTV and used for the creation of the work.

8. Master Tape Ownership. If the work is recorded on a master tape that is owned by SCTV, ownership of the master tape remains with SCTV. Because SCTV recycles the master tapes it owns, SCTV may re-record over the Producer's work without liability. If the Producer wishes to own the master tape, the producer must purchase a blank master tape. It is the Producer's responsibility to arrange for preservation of his or her work by purchasing a copy of SCTV's master tape or by purchasing and recording the work on his or her own master tape.

9. Legal Requirements and Restrictions. The Producer/Provider further agrees to be bound by any access channel programming requirements or restrictions imposed on SCTV by local, state or federal law, including any rules, regulations, decisions and laws now in existence or subsequently enacted by the State of Connecticut and the United States of America, and by all existing and subsequently adopted policies, restrictions and rules of SCTV, itself, as access manager, that reasonably further the observance of said rules, regulations, decisions and laws.

The parties agree to be bound to the terms of this Community Access Channel Use Agreement on the dates indicated below:

Accepted: Simsbury Community Television
 Eno Memorial Hall
 Simsbury, CT 06070

Producer, Producer/Provider, or Provider

SCTV Employee

Date

Co-signer (required if Producer/Provider
is less than 18 years of age)

Date

SERIES PROGRAM UPDATE

I certify that there are no changes to the
Community Access Channel Use Agreement
on file with SCTV.

Date

FOR SCTV USE ONLY

Cablecast on:

- Public Access
- Educational Access
- Government Access

Driver's License Verification:

PRODUCER, PRODUCER/PROVIDER OR
PROVIDER

- Verified & copy attached

I have seen the license and verified that it is
valid and that the person lives in Simsbury.

Signed: SCTV Employee / _____
Date