



**Santa Maria  
Community  
Television  
Channels 23 24 25**

**SANTA MARIA COMMUNITY TELEVISION**

**(SMCTV)**

**CHANNEL USE AGREEMENT**

## **SMCTV Channel Use Agreement**

- A. I have read, am thoroughly familiar with, and agree to comply with the SMCTV **Policies and Procedures**. I acknowledge that the **Policies and Procedures** may be amended from time to time by SMCTV after posting said amendments at the SMCTV facility. I agree that my use of the SMCTV facilities or resources shall constitute my acceptance and agreement to comply with all said **Policies and Procedures**, including any amendments adopted by SMCTV 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 the PEG Executive Director);
  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 SMCTV **Policies and Procedures**.
- D. I understand that every individual public access producer must share the resources of SMCTV and as such will be limited in the number and frequency of program cablecasts on SMCTV channels as set forth in the SMCTV **Scheduling Guidelines**.
- E. I have read and understand SMCTV **Scheduling Guidelines**.
- F. I understand that SMCTV personnel or City staff may preempt or reschedule programming at any time.
- 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 the PEG Station Manager or his/her designee 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 submitted by me and releases SMCTV, the cities of Santa Maria and 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 SMCTV.

- 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 ten to fifteen 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 SMCTV, 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 midnight and five a.m.) and that such programs will contain a legible disclaimer for ten to fifteen 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 SMCTV personnel non-exclusive unlimited rights to cablecast any program I submit. SMCTV may retain tapes I submit or copies thereof. I understand that SMCTV 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 SMCTV, the local cable television franchisee, the cities of Santa Maria and Lompoc and their 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 SMCTV 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 SMCTV.
- O. In my use of SMCTV 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 SMCTV equipment or facilities must be cablecast at least once on a channel managed by SMCTV prior to showing on any other venue.
- Q. I understand that false or misleading statements made in the SMCTV Request for Playback form are grounds for forfeiture of the right to use SMCTV 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 SMCTV 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.

## SMCTV Warranty Agreement

I warrant that I have read, understand and agree to the terms and conditions in the SMCTV Channel Use Agreement and that any 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 any program submitted by me be cablecast free of charge on SMCTV's PEG access channel(s). I further agree, to the extent allowed by law, to indemnify and hold harmless SMCTV, the cities of Santa Maria and 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 any program submitted by me 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 SMCTV **Policies and Procedures**.

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Applicant's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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Signature of SMCTV Representative \_\_\_\_\_ Date \_\_\_\_\_

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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.

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Signature of Applicant's Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

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Address of Parent/Guardian (if different) Phone # (if different) \_\_\_\_\_

(Continued on back)