



ACCESS USER Compliance Agreement

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Terms and Conditions

I, _____, wish to use the facilities of KMVT Mountain View Community Television dba. KMVT 15 Silicon Valley Community Media, and KMVT wishes to provide to me its facilities and equipment under the following terms and conditions. I agree to all of the terms and conditions stated in this Access User Statement of Compliance Agreement ("**Agreement**") prior to using the KMVT 15 Silicon Valley Community Media (KMVT 15) facility:

I do hereby indemnify and hold KMVT 15, its employees and affiliates,, the cities of Mountain View, Los Altos and Cupertino, (all located in the state of California), the current and future cable operator(s), and any regulating body of persons harmless from any and all claims, lawsuits, expenses, losses, damages and liability(ies) or any other injury(ies) (including without limitation reasonable costs of defending claims or litigation) arising from or in connection with claims, suits and causes of action for failure to comply with any applicable laws, rules, regulations, ordinances or other requirements of local, state, or federal authorities; for claims, suits and/or causes of action of libel, slander, defamation, invasion of privacy, violations of rights of publicity or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by KMVT; for any violations of local, state and federal online privacy laws; for any violation(s) or infringement(s) on any third party(ies) rights; and for any other injury or damage or equity which is claimed to result, either directly or indirectly, from my uses of the KMVT 15 facility.

If applicable at any time, I will remit to KMVT 15 any and all fully executed clearances, licenses and/or written permissions required for the production of the Program and compliance with this agreement, prior to my use of the facilities for any productions; KMVT 15 has the right, at its sole discretion, to accept or reject such clearances, licenses and/or written permissions as acceptable to KMVT 15.

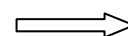
I understand that persons utilizing the KMVT 15 production facilities may be at any time subject to supervision by KMVT 15 staff. Persons may also be asked to present their access card for identification at any time. KMVT 15 reserves the right to deny entrance to the KMVT 15 production facilities to any person that is not able to present an access card upon request.

In the event of any misconduct (as solely determined by KMVT 15) while using KMVT 15 facilities, any KMVT 15 staff member may immediately terminate the production and/or use of any facilities and direct all persons involved in the production to leave the facilities and premises. Misconduct shall include, but is not limited to, the use of any drugs or alcohol; unsafe, improper, or unauthorized use of any equipment; and loud or boisterous activities or other conduct which interferes or could interfere with the normal operation of KMVT 15.

I understand that station management reserves the right to suspend my access privileges at any time and for any reason if station management believes that I have in any way violated any KMVT 15 policies or procedures or any terms or conditions of this Agreement. I understand that I do have the right to implement the Grievance Procedure as outlined in the policies outlined in the KMVT 15 User's Guide (the "Guide") should I disagree with management's decision. I am thoroughly familiar with, and responsible for, the content of any productions made or submitted to KMVT 15, and I hereby warrant and represent that no obscene, libelous or slanderous material or any other prohibited content as defined in the *KMVT 15 Access User's Guide*, nor any material that infringes on any third parties' rights, will be videotaped or submitted for distribution.

I agree to return all equipment to KMVT 15 facilities at the times and dates indicated in the Access User Guide and in the working order in which I received it, and to take proper care for all equipment. I assume sole and full responsibility for any and all damage that occurs to the equipment or any loss of the equipment. I agree to pay on demand to KMVT 15 the cost of any repair or replacement of equipment. I understand that it will be my sole responsibility to pay for any and all damage caused to the equipment while it has been checked out to me. I understand that failure to return equipment on time, or returning it in poor condition, or any violation of KMVT Access User's Guide provided to me may prohibit my use of equipment in the future.

See Back Page for Signature & Program info



I understand that KMVT 15 equipment or my use of KMVT 15 facilities may not be used for any commercial purposes.

I have read and understood the KMVT 15 Access User's Guide, and I am thoroughly familiar with and agree to follow the current, and future, operating rules of KMVT 15. KMVT 15 reserves the right to make changes to the Guide at any time, and it is my sole responsibility to read the updated versions of the KMVT 15 User's Guide and comply with those changes.

I grant KMVT 15 the unfettered, irrevocable right to use my Program in all electronic distribution outlets, whether now or hereafter known, and I shall provide either the master or a true and correct copy of my Program to KMVT 15 for such electronic distribution outlets.

I understand that providing inaccurate information on this document may result in the immediate suspension of my KMVT 15 privileges.

Program Title: _____

Organization (if applicable): _____

Signature: _____ **Date:** _____