



Community Producer Statement of Compliance Agreement

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Terms and Conditions

I, _____, agree to indemnify and hold KMVT Community TV (KMVT), its employees and Board of Directors, the cities of Mountain View, Los Altos and Cupertino, the current cable operator, and any regulating body of persons harmless from any and all liability or any other injury (including reasonable costs of defending claims or litigation) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities; for claims of libel slander, invasion of privacy, 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; and for any other injury or damage or equity which is claimed to result from my use of the community access channel.

I understand that persons utilizing the KMVT production facilities, may be at any time subject to supervision by KMVT staff. Persons may also be asked to present *access cards* for identification at any time.

In the event of any misconduct while using KMVT facilities, any KMVT staff member may immediately terminate the production and direct all persons involved in the production to leave the facilities. Misconduct shall include, but is not limited to, the use of drugs or alcohol (or under the influence) at KMVT; 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.

I have read the *KMVT User's Guide* and I am thoroughly familiar with and agree to follow the current operating rules of KMVT. I agree to read the updated versions of the *KMVT User's Guide* and comply with those changes. I am thoroughly familiar with the content of the programs to be videotaped and submitted, and state: No obscene, libelous or slanderous material or any other prohibited content as defined in the *KMVT User's Guide* will be videotaped or submitted for distribution.

I understand pursuant to Section 639 of the Cable Communications Policy Act, whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined by not more than \$10,000 or imprisoned not more than 2 years, or both.

I understand that I assume full responsibility for any disputes arising from my unauthorized use of copyrighted materials.

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 policies or procedures. I understand that I do have the right to implement the Grievance Procedure as outlined in the *KMVT User's Guide* should I disagree with management's decision.

I agree to return all equipment to KMVT facilities at the times and dates indicated in the *KMVT User's Guide*, and to take proper care for all equipment. I assume full responsibility for all damage that occurs to the equipment or any loss of the equipment. I agree to pay on demand to KMVT the cost of any repair or replacement of equipment. I understand that it will be my responsibility to pay for 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 other violation of the policies outlined in the *KMVT User's Guide*, may prohibit my use of equipment in the future.

I understand the KMVT equipment may not be used for any commercial purposes.

I further agree to provide either the master or a copy of my video program to KMVT for all electronic distribution.

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

Program Title: _____

Organization (if applicable): _____

Signature: _____ **Date:** _____