



2500 Old Middlefield Way, Suite F, Mountain View, CA 94043 Phone: (650) 968-1540 Fax: (650) 968-1543 e-mail: info@kmvt15.org

Access Producer Statement of Compliance Agreement

Terms and Conditions

I, _____, wish to produce a cable TV program (the "Program") entitled _____ using the facilities of Mountain View Community Television, dba KMVT 15 Silicon Valley Community Television, and KMVT 15 wishes to provide to me its facilities and equipment for the Program's production under the following terms and conditions:

I hereby do indemnify and hold Mountain View Community TV dba, KMVT 15 Silicon Valley Community Media, its employees, assigns, successors and Board of Directors, the cities of Mountain View, Los Altos and Cupertino, the current and future cable operator(s), and any regulating body of persons harmless from any and all liability(ies) or any other injury(ies) (including reasonable costs of defending claims and/or litigation) arising from or in connection with claims, suits and/or 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, 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 15; and for any other injury or damage or equity which is claimed to result, either directly or indirectly, from my use of KMVT 15.

I understand that persons utilizing the KMVT 15 production facilities may be at any time subject to supervision by KMVT 15 staff.

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 the Program; 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.

In the event of any misconduct, as determined solely by KMVT 15, while using KMVT 15 facilities, any KMVT 15 staff member may immediately terminate the production and/or use of the 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 drugs or alcohol (or under the influence) at KMVT 15; 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 have read and understood the *KMVT 15 Access User's Guide* and I am thoroughly familiar with and agree to follow the current operating rules of KMVT 15. I agree to read the updated versions of the *KMVT 15 Access User's Guide* and comply with those changes. I am thoroughly familiar with, and responsible for, the content of the Program(s) to be videotaped and submitted, 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 understand and acknowledge that, pursuant to Section 639 of the Cable Communications Policy Act (and all updated and amended versions thereof), 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.

For avoidance of doubt, I understand and agree that I assume sole and full responsibility for any disputes arising from my unauthorized use of copyrighted materials and/or trademark violations.

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 or the terms of this agreement. I understand that I do have the right to implement the Grievance Procedure as outlined in the *KMVT 15 Access User's Guide* should I disagree with management's decision.

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I agree to return all equipment to KMVT 15 facilities at the times and dates indicated in the *KMVT 15 Access User's Guide* in the working order in which I received it, and to take proper care for all equipment. I assume sole and full responsibility for 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 or any party associated with me in connection with the Program. 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 15 Access User's Guide*, may prohibit my use of equipment in the future.

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

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 for such electronic distribution outlets.

I understand that providing inaccurate information on this document may result in the suspension of my KMVT 15 privileges and/or KMVT 15 taking any actions necessary to protect itself from any liabilities resulting there from.

Program Title: _____

Organization (if applicable): _____

Signature: _____ **Date:** _____