



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

Import Producer Statement of Compliance Agreement

Terms and Conditions

I, _____, wish to submit a cable TV program (the "Imported Program") entitled _____ to Mountain View Community Television, dba KMVT 15 Silicon Valley Community Media, and KMVT 15 wishes to broadcast the Imported Program under the following terms and conditions:

I do hereby indemnify and hold KMVT 15 Silicon Valley Community Media (KMVT 15), its employees, assigns, successors and Board of Directors, the cities of Mountain View, Los Altos and Cupertino, the current and future cable operators, 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, defamation, slander, invasion of privacy (including without limitation 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; 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 the Imported Program or KMVT 15's broadcast of the Imported Program.

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 Imported Program's broadcast and compliance with this agreement, prior to my submission of the Imported Program to KMVT 15; 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, and as such, refuse to accept the Imported Program for broadcast on that basis.

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.

If applicable, 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 Access 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 public access cablecast and/or 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.

See Back Page for Signature & Program info 



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

I agree that 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 Access User's Guide and comply with those changes.

I grant KMVT 15 the unfettered, irrevocable right to use my Imported 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 Imported 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:** _____