

# Northwestern CT



## Community TV

### ACCESS USER CONTRACT

(Revised 1/2011)

1. I have read Charter Communications "Public Access Rules" and policies. I agree to abide by all the provisions in Charter Communications Access rules.
2. I agree to assume complete financial responsibility for any loss or damages, made to Charter Communications Access facilities and equipment pool. I understand that all access user privileges will be suspended until restitution for is made to the Charter Communications public access facility.
3. I state that I have obtained all legally necessary rights and clearances for copyrighted material and have permission to transmit the copyrighted material and have permission to transmit the copyrighted material through Charter Communications. I will assume all liability against Charter Communications.
4. I agree to announce the names of any sponsors, persons or organizations whom have paid me, or intend to pay me, for the cablecast. I will also announce the names of persons or organizations which have provided me with any services, or who have promised to provide me with any services, for this cablecast. I agree not to use access time for personal profit or gain.
5. I promise that my cablecast shall not include the following prohibited material:
  - A. Any obscene material (as defined by station policy.)
  - B. Any programming of or information about any lottery, gift, enterprise or similar scheme offering prizes which require a drawing or element of chance.
  - C. Any programming which solicits funds or materials on behalf of myself or any agency.
6. I agree to abide by and adhere to any other rules as they apply to program content, such as "indecenty" and I have read and understand Access policy regarding such programming content. Furthermore, I agree to notify Charter Communications of any questionable content which my program may contain.
7. I agree to submit my program's script, or working outline or media, if requested, to Charter for its review at least five business days before it is transmitted through Charter Communications. I understand and agree that Charter Communications may reject an audio or video portion of the material I submit which are prohibited by Charter Communications Access rules. I also understand and agree to pay the rates for studio technical assistance and other access charges (if applicable) even if all or portions of my program are rejected because it contains prohibited material.
8. I will assume all responsibility as producer and/or program originator for my programming carried on Charter Communications. I will legally and financially

be responsible for any claims made against Charter Communications, its owners, officers, and all persons working for Charter Communications, paid or unpaid. I will pay all legal costs, and other charges arising out of any material I supplied in connection with my Access programming.

9. In addition to the previous section, I will assume all liability against Charter Communications, or any other cable television company transmitting my programming, including reasonable attorney fees, for claims that I violated copyright, trademark, patent, literacy or dramatic rights, or rights of privacy and libel/slander laws.
10. I agree to defend all legal actions arising from use of Access channel and equipment with the aid of counsel and to assume the expense for that defense. Charter Communications has the right to participate in that defense and my counsel will cooperate with Charter Communications' attorney/legal representation.
11. I, or my organization, if applicable, release Charter Communications from any legal action or claims against any claims against me or my organization. I further release Charter Communications from any claim which may arise out of Charter Communications production of the material for my presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in Charter Communications transmission of my presentation.
12. I agree to comply with the technical specifications in Charter Communications Access rules for my material. I further agree to identify the producer and participants in my program at the closing of my Access program.
13. If I submit any program material which doesn't meet Charter Communications technical standards, I understand that I forfeit any money prepaid for the use of the studio and facilities.
14. I understand and agree that each statement in this agreement is not intended to be made as a personal agreement of any incorporator, stockholder, director, officers or partner, past or present, in Charter Communications. Any claims maintainable against them is waived by this agreement.
15. I understand that if my Access media is damaged after submission, Charter Communications is only liable for replacing the DVD with a blank DVD. I also agree to pick up the DVD within 15 days of the last cablecast, or to arrange for its shipment within that time, at my expense.

Applicant \_\_\_\_\_

Parent/Guardian if under 18 \_\_\_\_\_

Charter staff & title \_\_\_\_\_

Date \_\_\_\_\_