

Cablecast Agreement

Program Title _____

Length: ____: ____: ____ Media type: _____ Local / Syndicated [circle one]

May include indecent material? _____ [see access policies for details]

Preferred Day ; Date ; Time:

1st Choice - Day: _____ day ; Date ____ / ____ / ____ ; Time ____: ____

2nd Choice - Day: _____ day ; Date ____ / ____ / ____ ; Time ____: ____

3rd Choice - Day: _____ day ; Date ____ / ____ / ____ ; Time ____: ____

For series only: Frequency: Weekly / Bi-weekly / Monthly [circle one]

Programmer Name: _____ **Phone:** _____

Address: _____ **e-mail:** _____

Please read the programming agreement carefully and sign below:

I hereby request that Auburn Regional Media Access cablecast this Program or Program Series on the public access channel. I assume sole legal responsibility for all Program contents. I have obtained all necessary approvals, clearances and licenses for all material included in the Program(s). I attest that the Program(s) contain no material that is commercial, obscene or otherwise illegal, as defined in Auburn Regional Media Access Public Access Policies and by laws. I understand that I may be held criminally or civilly liable for such content appearing in the Program(s). I authorize Auburn Regional Media Access to make available contact information to members of the public who make inquiries about the Program(s).

I have read and understood Auburn Regional Media Access Public Access Policies regarding cablecast rights and obligations, and agree to abide by them. I understand that failure to follow these policies may result in Auburn Regional Media Access' refusal to cablecast the Program(s) and/or restriction of my right to submit additional programming. I understand that in the case of programming produced through Auburn Regional Media Access facilities, failure to follow Auburn Regional Media Access policies in the creation of these programs may result in disciplinary action, including suspension of my access privileges. I understand that, in addition to these penalties, submitting commercial programming for cablecast on public access channels will obligate me to reimburse Auburn Regional Media Access for all cablecast time used at current commercial rates.

My signature hereupon shall indicate my acceptance of these responsibilities and the following indemnifications:

1. I indemnify and hold Auburn Regional Media Access, and their respective officers, employees and agents harmless from any and all losses, claims, damages, liabilities or amounts paid in settlement of pending or threatened litigation which arises out of or are based upon the content of the Program(s), including without limitation any assertion of defamation, infringement of copyright, music or other performing rights, or other rights to privacy, and shall reimburse the above indemnified parties for any legal or other expenses incurred by them in connection with investigating any such claims or defending or settling any such actions; and in connection with investigating any such claims or defending or settling any such actions; and in connection with the above indemnities, the indemnified parties reserve the right to select and direct the counsel of their choice.

2. I hereby waive any claims of other assertions, and agree I shall have no recourse, against Auburn Regional Media Access, and their respective officers, employees and agents as a result of the undertakings contemplated hereunder. Said waiver shall extend but not be limited to, the loss of or damage to the Program(s) while in the possession of Auburn Regional Media Access.

3. Nothing in this Agreement shall be taken as construing the creation of a contract of adhesion between myself and Auburn Regional Media Access or any Auburn Regional Media Access system.

I have read all the foregoing, and understand its provisions as they apply to the Program(s) and me.

Signature of Programmer

Date