

Schopeg Access, Inc

Single Program -- CABLECAST REQUEST

SCHOPEG cannot guarantee your requested schedule, however, the Programming Department will make every effort to accommodate your request. If you have any questions about SCHOPEG Programming Policy, please e mail us at schopeg@cobleskill.edu **This form must be received no late than three weeks prior to the week that you want this program to air.**

Date ___ / ___ / ___

Title (please print) _____

Prog. # _____

Description (for Program Guide . 40 words or less)

Length: _____

Earliest date program can be played _____ Don't play after _____

Producer Name _____

Phone _____ Address _____

City _____ State _____ Zip _____

Person Submitting Program (If other than above)

Phone _____

Address _____ City _____

State _____ Zip _____

Responses to the following questions are required.

If a question is left unanswered, this program **will not** be scheduled to air on SCHOPEG:

1. Was this program produced using the facilities or equipment of Schopeg Access Television?
___ Yes ___ No
2. Has this program been previously cablecast in Schoharie County? ___ Yes ___ No
3. Will this program be cablecast by another facility within the next 90 days? ___ Yes ___ No

4. Does this program contain potentially objectionable material (as defined in the SCHOPEG Handbook)? ___ Yes ___ No

5. Can this program be used as filler? ___ Yes ___ No

Mark preferred cablecast days/times (Please indicate your top 3 choices by placing a 1, 2 or 3 by the items below.)

Sun___ Mon___ Tue ___ Wed___ Thu ___ Fri___ Sat ___ **ANY**___ Morn. ___ Afternoon ___
Eve. ___ Late Night ___ **ANY**___

- Each tape submitted must have at least 30 seconds of color-bars and tone followed by 10 seconds of countdown or black immediately prior to the beginning of the program.
- Each tape and tape case must have a label listing the producer, title and program number.
- Program tapes are kept for ninety days, after which they will be erased without notice.
- Client-owned tapes are kept for 45 days. If they are not picked up before that time they will be considered SCHOPEG property and can be recycled without notice.
- Programs must be turned in no later than 6:00 p.m. on the Thursday prior to the week of the program's first scheduled cablecast.
- Once a tape has been submitted for cablecast, it cannot be checked out of the SCHOPEG facility.
- Programs may not be checked out of Master Control on the day they are scheduled to be cablecast. Final scheduling of all programs is determined by Schopeg Television.
- Cablecast at scheduled times cannot be guaranteed for any program longer than the length requested on the cablecast Request form.

Please complete the Producer Liability Form

Init: _____ Recv.d: _____ Prem. D/T : _____ Replay D/T: _____

Proj .#: _____ Tape #: _____

Schopeg Access Television Producer Liability Agreement & Indemnification

A. Producer assumes all responsibility as producer, originator, author and distributor of all of producer's programming submitted to the Public Access Channel of Schoharie County or any other system on which the programming is carried. Producer agrees to indemnify Schopeg Access, the Schopeg Access Cable Television Board, employees, agents and those of any other cable television system using producer's programming. The producer agrees to indemnify, hold harmless and defend the persons listed above and each of them from any liability, loss or damage, including reasonable attorney's fees and court costs either at the trial level or at the appellate level caused by or arising out of any material supplied by producer in connection with its utilization of the Schopeg Access Channels, cablecast equipment or producing equipment.

B. Without limiting the generality of the foregoing, producer further agrees to indemnify, hold harmless and defend the above named individuals and organizations and each of them from any and all claims, damages, costs and liability of any nature whatsoever, including reasonable attorney's fees at the trial level and appellate level if suit or action is filed which may be imposed

by reason of any claim that any material transmitted or disseminated by producer violates or infringes upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer or other person, corporation, partnership or legal entity, or that said material constitutes libel or slander, and further that it does not violate the provisions or rules and prohibitions set forth by the FCC or any public regulatory agency established by statute, administrative rule or intergovernmental agreement.

C. Producer agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its expense and by its own counsel. Schopeg Access Television shall have the right to participate in such defense at producer's expense and by its own counsel and producer agrees that it will cause its counsel to cooperate with Schopeg Access television.

D. Producer individually and if applicable on behalf of all members of the organization of which producer is a member hereby releases Schopeg Access Television and its successors and assigns from any legal action, claims and demands whatsoever which the producer or its organization ever had, has and may have against Schopeg Access Television, its successors and assigns, including without limiting the generality of the foregoing any mistakes, omissions or interruptions in the cablecast.

E. Producer agrees to comply with the requirements applicable to Public Access Channels set forth in the Cable Franchise Agreement between Time Warner Cable, or its successors and assigns, and Schopeg Access Television.

F. Producer warrants and represents that the program does not contain:

- 1) Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services;
- 2) Any material that is obscene, indecent or an invasion of privacy;
- 3) Any material concerning or encouraging lottery information, gift enterprise, or similar scheme;
- 4) Any material requiring union residual or other payment including but not limited to talent and crew unless those payments have been executed or waived;
- 5) Any material that is slanderous, libelous or made unlawful by any law instituted by a governmental body;
- 6) Any material that is copyrighted or subject to ownership or royalty rights without necessary releases licenses, or other permission required by law;
- 7) Any material that is considered harassment towards an individual, business, corporation, city, county or government official, or any other person, group or establishment;
- 8) Any material that was produced as the result of discrimination against any individual with regard to membership, services, access to information, employment, or any activity because of race, national origin, sex, age, sexual preference, religion, disability, political affiliation or economic status; including those who historically have been denied media access; or
- 9) Any material that can be associated as a substantial part of the activities of SCHOPEG devoted to attempting to influence by propaganda or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Internal Revenue Code, including any endorsement that SCHOPEG has or intends to participate in, contribute to, be associated with, or intervene in any political campaign on behalf of or in opposition to any candidate for public office, including the publication or distribution of statements with respect to such activities.

G. If any material included in the program is copyrighted or subject to ownership or royalty rights, union residuals, or other payment, producer will obtain all necessary permission, releases

licenses and make all necessary payments to authorize cablecast of any such material before submitting the material to be aired by SCHOPEG.

H. Producer releases Schopeg Access Television, its directors and officers, agents and employees from all liability if the Program is damaged, lost or stolen while in their custody.

I. This liability and indemnification extends to programs and program material which producer submits to Schopeg Access Television for cablecast whether or not such material is produced in whole or in part by the use of Schopeg Access Television equipment, facilities, or personnel.

Program Title (please print) _____

Local Producer/Local Submitter Name _____ or name of person submitting program (please print) **Producers under 18 years of age must have signature of parent or guardian.**

Signature _____ Date ____/____/____

Policy Regarding Disclosure of Information About Programming Appearing on the Community Access Network The Community Access Network is a regionally programmed channel seen on cable systems throughout the Schoharie, Otsego and Schenectady county. Programming on the access channels are subject to the local rules and regulations of each individual cable television franchise area where access programming appears. These rules and regulations apply to all programs regardless of where the program originates. Producers submitting programming for cablecast on Schopeg are thereby subject to the rules and regulations of all cable franchise areas carrying Schopeg programming. Access centers submitting programming on the Schopeg channel will make the name, address and phone number of producers available upon request to any other participation access center. The access center requesting the information is then free to disseminate that information in accordance with their particular policies. Since some centers provide this information to the public upon request, a producer's name, address and telephone number may be made available to any member of the public at any time.

Check here if you do not want your program to be scheduled on other Community Access Stations.