

Arkwest TV Channel Use Agreement and Request for Playback

- A. I have read, am thoroughly familiar with, and agree to comply with this ARKWEST TV **Channel Use Agreement**. I agree that my use of the ARKWEST TV facilities or resources shall constitute my acceptance and agreement to comply with this agreement and to be responsible for applicable charges for broadcast of the program as set out in the Request for Playback.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material primarily designed to promote the sale of commercial products or services;
 2. The solicitation or appeal for funds for any purpose (unless specifically authorized by Arkwest TV);
 3. Material that constitutes or promotes any lottery or gambling enterprise;
 4. Obscene material as defined by the U.S. Supreme Court;
 5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law;
 6. "Hate speech" or "fighting words," which are defined by the U.S. Supreme Court as "those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace;"
 7. Content unsuitable for viewing by young children which might cause the program to be scheduled at "safe harbor hours."
- C. I agree that my eligibility for use of the Arkwest TV facilities and resources is granted under the sole discretion of Arkwest TV and that Arkwest TV may grant or deny this eligibility at any time, without cause.
- D. I understand that every individual public access producer must share the resources of ARKWEST TV and as such will be limited in the number and frequency of program cablecasts on ARKWEST TV channels.
- E. I understand that ARKWEST TV personnel may preempt or reschedule programming at any time.

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- F. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party, and upon request will provide to Arkwest TV any and all copyrights, releases and third party agreements pertaining to the program named in this agreement.
- G. My signature on this Channel Use Agreement certifies that I assume full responsibility for the program content and releases ARKWEST TV, it's directors, officers, agents, and employees from any liability of legal fees and expenses or legal challenge that may be incurred as a result of my cablecasting of my program.
- H. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the facilities and resources of ARKWEST TV.
- I. I understand that any program I submit for cablecast must contain the appropriate general disclaimer slates. I will include a legible disclaimer similar to the example below for ten to fifteen seconds at the beginning (immediately prior to first video) and at the end of each and every program:

PROGRAMMING DISCLAIMER:

**The following (or preceding) program is (or was) presented by _____ who is wholly responsible for the content. The producer acknowledges that this program is not the expression of ARKWEST TV, it's employees or officers. For more information on this program, contact _____ at _____.
(Optional: Copyright 200__)**

- J. I agree to grant to ARKWEST TV personnel non-exclusive unlimited rights to cablecast any program I submit. ARKWEST TV may retain media I submit or copies thereof. I understand that ARKWEST TV is not responsible for loss of or damage to any such digital media I submit.



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- K. I agree to indemnify, defend and hold harmless ARKWEST TV, it's directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with this ARKWEST TV **Channel Use Agreement**, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of ARKWEST channel space, facilities, equipment, or other resources.
- L. I agree that I shall not represent myself or any other person involved in public, educational, or government access programming activities as an employee, representative, or agent of ARKWEST TV.
- M. In my use of ARKWEST TV channels, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.
- N. I understand that false or misleading statements made in the ARKWEST TV Request for Playback form are grounds for forfeiture of the right to use ARKWEST TV channel space, facilities, and equipment.
- O. I understand and agree that I am an independent contractor and that no relationship of employer/employee or principal/agent exists between ARKWEST TV and myself.
- P. Any waiver of any breach of this Channel Use Agreement shall not waive any continuing or other breach of the same provision or any other provision of this Channel Use Agreement.
- T. Should a dispute arise between parties with respect to their rights and duties under this Channel Use Agreement, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith.
- U. This Channel Use Agreement is non-transferable.



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REQUEST FOR PROGRAM PLAYBACK

Date submitted _____ / _____ / _____

A local resident must submit every program played on Arkwest TV Channels. By completing and signing this form, you assume full responsibility for the program content pursuant to all applicable laws and statutes. You must complete and sign this form for us to schedule your program.

Our playback system is DVD-based. All programs submitted for playback in our facility must be recorded on DVD stock. We reserve the right to assess whether submitted DVD programs will play correctly in our equipment.

Name of Submitter _____

Organization (if applicable) _____

Street Address _____

Mailing Address (if different) _____

City / State / Zip _____

Phone _____ E-mail _____

Title of Program _____

Length (be exact) _____ Hr _____ Minutes Charge: \$ _____

Requested broadcast Date / Time _____

(Arkwest TV will make every effort to comply with the requested time but cannot guarantee your requested time will be acceptable. Arkwest TV will notify you of the scheduled broadcast time.)

Please provide a brief description of the program you are submitting:

By signing this Request for Playback you acknowledge that:

I have read and understand the proceeding Channel Use Agreement and that the program submitted herewith complies with all provisions of the Agreement.

Signature _____ Date _____

Print Name / Title _____