

Access Tucson Indemnification Form

As the producer of the program indicated on this form, I accept full responsibility for the program content and production process of this program. I hereby agree to indemnify and hold harmless Access Tucson and its officers, directors, employees and agents, its successors and assignees from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses of whatsoever nature, arising out of the use, condition (including, but not limited to, latent or other defects), or operation of any of the equipment, regardless of where, how, and by whom it is operated or as a result of producing or distributing the above-described program or as a result of the content of the program.

I understand and agree that Access Tucson has the right to cablecast any or all of this program and to distribute it by other means and for other purposes including but not limited to; promotion, video competition and webcasting.

I have read and am thoroughly familiar with and agree to follow the operating rules of Access Tucson. I am thoroughly familiar with the content of the program to be videotaped, and state: **No advertising or commercial material, libelous or slanderous material, obscene material, lottery or lottery information will be videotaped or submitted for public access cablecast and that no program containing copyright violations will be submitted for cablecast.**

I agree to return all equipment to Access Tucson facilities at the times and dates indicated, and to take proper care of all equipment. I assume full responsibility for all damage that occurs to the equipment or any loss of the equipment. I agree to pay on demand to Access Tucson the cost of any repair or replacement of equipment. I understand it will be my responsibility to pay for all damage caused to the equipment while it has been checked out by me. I understand that failure to return equipment on time, or returning it in poor condition, or any violation of the Access Tucson rules and procedures may prohibit my use of the equipment in the future. **I understand that Access Tucson equipment may not be used for any commercial purposes.**

I understand pursuant to Section 639 of the Cable Communications Policy Act 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.

You are responsible for your program content. Access Tucson asks you to be sensitive to protect children from viewing adult shows. If in your judgment as the producer, your program depicts real or simulated sexual acts, representations or descriptions of excretory functions or exhibition of the genitals, or is excessively violent or uses excessive adult language, we ask you to choose a cablecast time between 12:00 midnight and 6:00 a.m. Access Tucson reserves the right to reschedule such adult programs to a cablecast time between 12:00 midnight and 6:00 a.m. If your program is re-scheduled and you disagree with the decision, you may present your program to the *Adult Program Review Committee* for review and a determination whether it must be scheduled to an after 12:00 midnight cablecast time. If there are complaints about your program after it is cablecast, Access Tucson will review the program and if it is determined that it is adult programming, it will be re-scheduled to an after 12:00 midnight cablecast time. If you disagree with this decision, you may present your program to the *Adult Program Review Committee* for review and a determination. You may also submit your program or program concept to the *Adult Program Review Committee* before it is scheduled to be cablecast if you are concerned that there is adult language or depictions which are not suitable for viewing by children OR you feel that there is a compelling reason for your adult show to be cablecast before midnight. The findings of the *Adult Program Review Committee* may be appealed to an *Appeal Board* appointed by the Access Tucson Board of Directors. Please read the Time of Cablecast section of the Rules and Procedures manual for complete information about this policy.

I understand that providing inaccurate information on this document may result in the immediate suspension of my Access Tucson membership privileges. Signing this document should not necessarily be understood as an endorsement of these policies, but is rather an agreement to abide by them.

By signing below, I confirm my agreement to abide by Access Tucson's Policies and Procedures, Code of Conduct, Sexual and Other Unlawful Harassment Policies and all other rules and regulations.

In your judgment as the producer, does this program contain real or simulated sexual acts, representations or descriptions of excretory functions or exhibition of the genitals, or is excessively violent or uses excessive adult language? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, is this program scheduled after 12:00 midnight as provided for by Access Tucson rules and procedures as explained on this form? <input type="checkbox"/> Yes <input type="checkbox"/> No

<i>For An Individual</i>	
Producer's Legal Name (signature)	
Date	
Phone Number	

<i>For An Organization</i>	
Organization Name	
Producer's Legal Name (signature)	
Date	Phone Number

Access Tucson Tape Indemnification Form

Please fill out one form per tape. Both sides of this form must be filled out completely in order for your program to be cablecast.

Project # _____ Producer Name _____ Date _____

Project Title _____

Episode Title (if any) _____

Local _____ Imported _____ Founded by an Access Tucson grant? Yes No

Series Yes No

If no, please make a cablecast appointment to schedule your program; otherwise this tape will be scheduled as "filler" on an as-needed basis.

Exact Length of Tape _____ : _____ : _____
hours minutes seconds

Please do not submit programs that exceed the length of your cablecast time slot.

Audio: Mixed _____ Ch. 1 _____ Ch. 2 _____

For Tapes Recorded from a Live Cablecast Project

What was the date of the live cablecast? _____ / _____ / _____

When should this tape STOP playing? _____ / _____ / _____

For Tapes from all other Projects

When should this tape begin to play? _____ / _____ / _____ ASAP _____

When should this tape STOP playing? _____ / _____ / _____

Please list contact information for all organizations represented on this program, include guests affiliated with an organization or organizations sponsoring your program:

Organization _____

Contact _____ **Phone** _____

Address _____

Every effort will be made to cablecast your program as you have requested; however all scheduling is subject to channel and equipment availability and holiday closures.

Received by:

Entered by:

Date:

Date: