



# CHANNEL USERS CONTRACT AND STATEMENT OF COMPLIANCE FORM #2



Queens Public Television

1. The applicant ("Channel User") executes this agreement and Statement of Compliance as consideration for Queens Public Communications Corporation ("QPTV") allowing me to use Public Access Cable Television Channels 1995, 1996, 1997 and 1998.
2. The Channel User represents to QPTV that he/she has all the rights and clearances, licenses, permits and required insurance necessary to transmit over QPTV's channels, including but not limited to the following: talent releases, all approvals from broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers representatives and persons appearing in or referred to in the program material transmitted over the QPTV cable channels in Queens County.
3. Channel User indemnifies and holds harmless QPTV, its Directors, Officers, Staff, Agents and Employees against any and all claims, judgments, damages, costs and other liabilities, including reasonable attorneys fees arising out of the cablecasting on the Channels of QPTV including, but not limited to, any claims in the nature of libel, slander, any claims that the Channel User's material violates or infringes upon the rights, trade of any person, corporation, person or other entity, unauthorized use of copyright material, the use of any acts done or words spoken by the Channel user, his or her agents, employees, licensees or contractors in connection with the production, rehearsal or cablecasting of the program, any actual or alleged breach by the Channel User of this agreement and any misrepresentation made by the Channel User.
4. The Channel User, as soon as he/she learns of a claim or legal action by its acts against QPTV or any of the cable operators in the Borough of Queens arising out of its indemnity set forth in paragraph 3 above, agrees to immediately notify QPTV of this claim or action and will defend all actions to which its indemnity applies and conduct its defense through his/her attorney at his/her own expense. QPTV shall have the right to participate in this defense at the Channel Users expense and to use its own attorney, and in this event, the Channel User agrees that it will direct his/her attorney to cooperate with QPTV.
5. I am thoroughly familiar with the contents of the program material to be taped and/or cablecast and agree that it will comply with all local, state and federal laws with regard to cable programming and it will not violate any of the operating rules and procedures which I have read in its entirety. Also, it will not contain:
  - a. Advertising material designed to promote the sale of commercial products or services, or material which identifies any product, service trademark or brand name in a manner which is not reasonably related to the non-commercial use of such a product, services, trademarks or brand name on the program. I acknowledge that under QPTV RULES AND PROCEDURES advertising material shall include but not be limited to, (i) a monetary purchase price, (ii) a publication, (iii) a phone number or (iv) a www website, or link or E-mail address, which in any way promotes the advertising prohibited in the immediate preceding sentence and in (b) directly below.  
The use of a phone number and e-mail address or www website is permitted as a reference at the end of the cablecast program but only on the condition that it be used for a name to be placed on a mailing list. Under no circumstances can it be used for advertising material as prohibited in Paragraph D (1) (a) page 23 of the QPTV RULES AND PROCEDURES. Enforcement of the above Amendments shall take effect on June 1, 2000,
  - b. Commercial programming which in whole or in part depicts, demonstrates or discusses products, services or businesses with the intent or substantial effect of benefiting or enhancing a profit making enterprise.
  - c. The direct solicitation or appeals for funds or other things of value for any or all purposes.
  - d. Political endorsements or advertising by or on behalf of candidates for public office.
  - e. Material which is obscene.
  - f. Any programming which constitutes or promotes any lottery or gambling enterprise which is in violation of any local laws.
  - g. Material which constitutes libel, slander and invasion of privacy or publicity rights, unfair competition, violation of trademark or copy right or which may violate any local, state or federal law.
  - h. Material which has a reasonable probability of creating an immediate danger or damage to property or injury to persons, or of creating a public nuisance.
  - i. Material which has a probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
6. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any rights of third parties.
7. The Channel User individually and, if applicable, on behalf of all members of the organization of which the Channel User is a member releases QPTV and its successors and assigns from all legal actions, claims and demands, including any claim which arises as a result of the Channel User's or, if applicable the Channel User's organization appearance on QPTV's public access channels or the production of any material in connection with this appearance that the Channel User or its organization ever had, or may have against QPTV.
8. If QPTV shall fail to cablecast on the cable television system all or any part of the Channel User's program material at the specified time because of: 1. a defect or breakdown of lines or equipment; 2. a labor dispute within one or all of the cable operators; 3. any cause beyond the control of QPTV, such as failure shall not constitute a breach of this agreement by QPTV. QPTV Certified Community Access Producers can provide their own tape for the edit master or purchase an edit master tape as posted on the QPTV rate card for a 30 or 60 minute cassette.
9. QPTV's responsibility for loss or damage to Channel User's tape while in QPTV's possession (reasonable wear and tear expected), is limited to the replacement of tape in the equal physical amount as furnished by the Channel User to QPTV.
10. It is agreed by the QPTV Certified Community Access Producer that in the event ownership or rights of any program produced by the QPTV Community Access Producer is disputed by any other QPTV Certified Community Access Producer, all disputes shall be forthwith submitted to the American Arbitration Association or any arbitrator designated by QPTV for immediate and expeditious arbitration, and the losing party shall pay all costs of the arbitration. QPTV shall not cablecast the program in dispute until resolution of the dispute.
11. It is further agreed that should a non-QPTV Access Producer dispute ownership of any program, QPTV shall not cablecast the program until resolution of the dispute.
12. I agree that QPTV has the authority to show and give a copy of my previously telecast program to any media organization or any municipal, state or federal government agency requesting same, so long as said program remains in the archives of QPTV.
13. I hereby acknowledge that I have received a copy of QPTV's Rules and Procedures and I am thoroughly familiar with the contents and I agree to abide by the Rules and Procedures.
14. I agree that I shall not represent myself or any other person involved in community access cablecasting or productions as an employee, representative or agent of QPTV, or of Time Warner Cable or its facilities.
15. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse or theft which such equipment/ materials are in my possession or control. I understand the penalties that apply if I do not return equipment or materials on time.
16. I shall not use QPTV channels, equipment or facilities for any financial gain or other commercial purposes. I understand programming produced with QPTV equipment or facilities must appear on QPTV access channels.
17. I understand that false or misleading statements made in this application are grounds for forfeiture of the right to use QPTV equipment & facilities. After QPTV acceptance this application is non-transferable.



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AND STATEMENT OF COMPLIANCE FORM #2**



**Queens Public Television**

<b>For Office Use Only</b> <b>FOR: VIDEO TAPE LIBRARY #s</b>
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**TO BE COMPLETED BY PRODUCER/QUEENS RESIDENT**

<b>PROGRAM SERIES TITLE</b> (29 characters or less) <i>For Weekly/Monthly Series Programs</i>																															
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<b>EPISODE/SEGMENT TITLE</b> (29 characters or less) <i>For Specials/Individual Programs</i>																															
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<b>PROGRAM DESCRIPTION</b> (29 characters or less)																														
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<b>DATE OF SUBMISSION</b>	
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<b>Does this program contain Strong Sexual Content and/or Adult Language?</b>	YES _____ NO _____
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<b>PROGRAM LENGTH</b>	28:30 _____ 58:30 _____	<b>LANGUAGE</b> (e.g., English, Spanish, etc.)	
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The length of a cablecast in actual on-air program minutes should not be more than 28:30 or 58:30

<b>MY PROGRAM FORMAT IS A:</b>	<b>Series Type:</b> Weekly Series _____ Monthly Series _____
	<b>Non-Series:</b> Special _____

<b>QUEENS RESIDENT'S NAME</b> <i>(Please Print)</i>	<i>First</i>	<i>MI</i>	<i>Last</i>
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<b>ORGANIZATION</b> <i>(if applicable)</i>	
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<b>MAILING ADDRESS</b>	<i>Address</i>	<i>Apt./Suite</i>
	<i>City</i>	<i>Zip Code</i>

<b>TELEPHONE</b>	<i>Day</i>	<i>Night</i>	<i>Fax</i>
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<b>EMAIL ADDRESS</b>	
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<b>QUEENS RESIDENT'S SIGNATURE</b>	x	<b>DATE</b>	
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**IMPORTANT NOTICE**

In accordance with the rules and regulations of the New York State Public Service Commission, Queens Public Television is required to maintain accurate records of all Channel Users, including QPTV Producers, Providers, Sponsors and Not-for-Profit Organizations. Therefore, all Channel Users must verify that they are a legal bona-fide Queens resident or not-for-profit organization with a legal bona-fide Queens mailing address. The following combinations of proof are acceptable:

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| <ol style="list-style-type: none"> <li>1. New York State Driver's license and two current utility bills (within the last six months.)</li> <li>2. New York State Photo I.D. (a.k.a. "non driver's license") and two current utility bills (within the last six months.)</li> <li>3. A United States or foreign issued Passport and two current utility bills (within the last six months.)</li> </ol> | <ol style="list-style-type: none"> <li>4. A City, State, Federal or Employee Photo ID and two current utility bills (within the last six months.)</li> <li>5. Current College or High School ID with two proofs of address (must be 18 years of age or older).</li> <li>6. Copy of 501(c) 3 (Not-For-Profit organizations only.)</li> </ol> |
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**THIS CONTRACT IS BINDING FOR THE DURATION OF THE SERIES**

