



**Queens Public Television**

# **Rules & Procedures 2017**

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**QUEENS PUBLIC COMMUNICATIONS CORPORATION**

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## TABLE OF CONTENTS

### RULES AND PROCEDURES

I. WHAT IS QPTV?	1
II. WHAT DOES QPTV PROVIDE?	1
III. HOW DOES QPTV OPERATE?	2
IV. WHO IS ELIGIBLE TO USE QPTV?	2
V. APPLICATIONS	3
VI. TRAINING	4
VII. CERTIFICATION	4
VIII. WHAT TRAINING DOES QPTV OFFER?	5
DESCRIPTION OF TRAINING WORKSHOPS	
A. Field Production (EFP)	5
B. Editing	5
C. Studio Workshop	5
D. Unsatisfactory Performance in Training	5
IX. THE APPLICATION PROCESS	6
X. WHAT WILL TRAINING COST?	6
XI. EQUIPMENT USAGE	6
A. General Rules	6
B. Commercialization	7
C. Reservation and Checkout Rules	8
XII. MEDIA POLICY	10
A. Raw Footage & Masters	10
B. Dubbing & Downloading	10
C. Program Drop-off & Pick-up	10

TABLE OF CONTENTS, *Continued*

XIII. CANCELLATIONS AND LATENESS	11
XIV. EDITING RULES	11
A. General Rules	12
B. Reservations	13
C. Session Rules	13
D. Cancellations	14
XV. STUDIO USAGE	14
A. General Rules	14
B. Reservation Rules	17
C. Studio B	18
XVI. LIVE PRODUCTIONS	18
A. General Rules	18
B. Reserving A Live Studio Program	19
XVII. SERIES PROGRAMS (Queens Residents)	19
A. General Information For Obtaining A Series	19
B. Information on Proposed Series	20
C. How To Get A Series / Certified	20
D. Production Considerations / Certified	21
XVIII. SERIES PROGRAMS By Non-QPTV PRODUCERS (SPONSORS and NON-RESIDENTS)	22
1. Information on Sponsor Guidelines	22
2. Specials & Public Service Messages	22

## **TABLE OF CONTENTS, *Continued***

<b>XIX. RULES REGARDING QPTV PROGRAMMING</b>	<b>22</b>
A. General Rules	22
B. Program Standards	23
C. Responsibilities	24
D. Content Restrictions	25
E. Distribution	25
F. Responsibility (Producer, Provider & Sponsor)	25
G. Violations	26
H. Political Programming	27
I. Definitions	27
J. General Rules for Political Programs	27
K. Rules For A Political Candidate	28
<b>XX. ADDITIONAL SERVICES FOR     NOT-FOR-PROFIT 501(C)3 ORGANIZATIONS</b>	<b>28</b>
<b>XXI. MEETINGS, VIEWING PARTIES &amp; STUDIO TOURS</b>	<b>30</b>
<b>XXII. INDEMNITY</b>	<b>30</b>
<b>XXIII. SAFETY AND SECURITY</b>	<b>30</b>
A. Statement of Safety Policy	32
<b>XXIV. RULES REGARDING REFUSAL OF SERVICES</b>	<b>32</b>
<b>XXV. OFFENSES AGAINST QPTV</b>	<b>32</b>
A. Definition	32
B. Major Offenses	33
C. Minor Offenses	34
D. Disciplinary Action	34
E. Appeals	35
<b>XXVI. RECORDS</b>	<b>36</b>
<b>XXVII. QPTV FORMS LISTING</b>	<b>37</b>
<b>XXVIII. FORM # 2 CHANNEL USERS CONTRACT &amp;     STATEMENT OF COMPLIANCE</b>	<b>38</b>
<b>XXIX. TECHNICAL STANDARDS</b>	<b>42</b>

**Mission Statement:**

*Queens Public Television cultivates, creates  
and facilitates free speech media by  
and for the people of Queens, New York*

**INTRODUCTION:**

The Queens Public Communications Corporation (QPCC) is a not-for-profit corporation.

1. QPTV administers, manages and controls four access channels in accordance with the provisions of the Franchise Agreement between the City of New York and Charter Communications, RCN Cable Systems and Verizon FiOS for the Borough of Queens and the facilities, equipment, supplies, services and other support made available to the Corporation in connection with those channels.
2. QPTV participates in the training and education of the residents of Queens, (on a limited basis) in the production, development and cablecasting of programs.

Use of QPTV channel space is based on a first-come, first-served application basis conducted through a lottery system without regard for race, creed, sex, national origin or religious preference. QPTV, at its discretion, may impose reasonable limitations to assure fair access by all to QPTV facilities and to provide for diverse and viable channel traffic.

In addition, QPTV shall maintain these channels in a manner that is free of censorship and control of program content except as stated within this manual and as is necessary to comply with local, state or federal laws or regulations.

Queens Public Access facilities are funded by the cable companies under the Franchise Agreement with the City of New York. QPTV makes no charge for the cablecasting of programs. The equipment, studio time, editing facilities and channel user space are provided at no cost to the public. Anything contrary to this is not in accordance with QPTV rules and procedures and the Queens Franchise Agreement governing public access.

**Daniel J. Leone  
President / Chief Executive Officer  
Queens Public Television**

## **QUEENS PUBLIC COMMUNICATIONS CORPORATION - QPTV RULES AND PROCEDURES**

### **What is QPTV?**

QPTV is Queens' community television center, operating four public access cable television channels and a production facility.

QPTV cablecasts the most diverse programming to the most diverse community in the world reaching over 500,000 subscribers 24 hours a day, every day on Channels 34/1995, 56/1996, 1997 and 79/1998 on Charter/Spectrum Communications, 82, 83, 84, and 85 on RCN and 33, 34, 35, 36, 37, 38 on Verizon FiOS.

### **What does QPTV provide?**

QPTV provides the training, production tools and resources for Queens residents and not-for-profit organizations to use public television as a medium for exercising their first amendment rights and expressing their unique and diverse views, interests and backgrounds in our community.

Channel space is made available to all Queens residents in a fair and non-discriminatory manner on a first-come, first-served basis.

QPTV offers qualifying not-for-profit organizations in need of production assistance a Grant-Aid program, giving non-profits the opportunity to reach a diverse and greater audience.

Channels 34/1995, 56/1996, 1997 and 79/1998 on Charter/Spectrum Communications, channels 82, 83 and 84 on RCN and channels 33, 34, 35, 36, 37 and 38 on Verizon FiOS present programs produced primarily in English that cover numerous topics, subjects, and genres.

Channel 79/1998 on Charter/Spectrum Communications and channel 85 on RCN and 37 on Verizon FiOS feature foreign language and culturally diverse programs that highlight the varied ethnic populations within the Borough of Queens and the City of New York.

### **QPTV.org**

QPTV.org is the online extension of Queens Public Television. It's a helpful resource for producers, providers and trainees ("Users") viewers and the public as a whole. Users can access tools, information, forms, discussions and our detailed program guide.

### **Community Bulletin Board**

QPTV's Community Bulletin Board offers not-for-profit organizations a free outlet to provide the community with announcements. The Community Bulletin Board is cablecast throughout the day with events, news and useful information.

### **III. HOW DOES QPTV OPERATE?**

In order to make equipment and facilities available to eligible residents of Queens, to insure the proper and maximal use of such equipment and facilities, and to protect QPTV resources against misuse by unqualified persons, it is necessary to have special guidelines for certifying an eligible user's qualification to use QPTV's equipment and facilities. The Rules and Procedures are aimed at maximizing the use of QPTV resources and encouraging the broadest possible diversity of participation in community programming activities.

Queens Public Communications Corporation has a President and Board of Directors charged with the stewardship of QPTV. The President is responsible for the day-to-day operation of QPTV.

### **IV. WHO IS ELIGIBLE TO USE QPTV?**

- A. You are eligible to apply if you are a legal bona-fide Queens resident with a legal bona-fide resident address. You must be able to verify your residency by providing two proofs of address and a City, State, Federal or Employee Photo ID.

The following combinations of proof are acceptable:

- 1) A New York State Driver's license and two current utility bills (within the last 6 months),
- 2) A New York State Photo I.D. (a.k.a. a "non-driver's license") and two current utility bills (within the last 6 months),
- 3) A United States or foreign issued Passport, or Passport Card, and two utility bills (within the last 6 months),
- 4) A City, State, Federal or Employee Photo ID and two current utility bills (within the last 6 months),
- 5) Current College or High School Photo ID and two proofs of address. (Must be 18 years of age or older.),
- 6) Copy of 501(c) 3 (Not-For-Profit organizations only.)

Employees or Members of a not-for-profit organization seeking training are also required to verify their address as well as their association with said organization. To use QPTV's equipment, facilities or channel space you must be 18 years of age or older. For safety and security reasons, no one under 14 years of age is allowed on QPTV premises unless supervised.

- B. You are eligible if you are a staff member of a service/not-for-profit 501(c) 3 organization with a bona fide Queens address that operates in the Borough of Queens and provides a service to Queens residents; you must have the approval of your organization.



- C. You are eligible for training if you are a full-time student, 18 years of age or older attending an educational institution in the Borough of Queens.
- D. When a QPTV user ("applicant") demonstrates with reasonable probability that there is a compelling reason not to make the applicant's street address publicly available, QPTV may in its discretion and subject to verification, accept the following:
  - 1. A Post Office Box Number from the applicant, along with a sworn affidavit from the applicant, stating that he or she is a bona-fide Queens resident and that, should the applicant move from Queens the applicant shall notify QPTV within ten (10) days of the applicant's change in residency.
  - 2. A sworn affidavit submitted by the applicant, in which the applicant irrevocably designates a New York City attorney as agent for service of legal process in connection with any claims arising out of the program material that the applicant cablecasts on QPTV or any breach of the applicant's Channel User Contract & Statement of Compliance (Form # 2) or any of QPTV's Rules and Procedures, including but not limited to any claims for libel, slander, invasion of privacy or unauthorized use of copyrighted material. A sworn affidavit must also include the written consent of the attorney designated to act as agent for service of legal process together with a certification by the attorney that the applicant is a bona fide Queens resident.

A QPTV Channel User / Statement of Compliance form and Workshop Agreement, duly signed by the trainee, indicating understanding of and compliance with, the Rules and Procedures of QPTV, along with verification of age and residency, must be on file with QPTV for eligibility to use QPTV resources and facilities.

You must be a QPTV Certified User to use the equipment being requested. Certification from other cable systems, other access facilities or educational institutions is not valid for QPTV eligibility.

Prior to using QPTV equipment or facilities, on QPTV premises or away from QPTV premises, an eligible user must (a) be fully familiar with QPTV training programs, rules, procedures and facilities, (b) be trained by QPTV staff, and certified in the specific equipment to be used and (c) have demonstrated proficiency with the equipment to be used and an understanding of the rules and procedures under which QPTV makes such equipment and facilities available to the public.

## **V. APPLICATIONS:**

- A. Applications are accepted on a first-come first served basis, (based on the filing date). QPTV is limited as to the number of trainees it can accept, therefore applications will not be taken during certain periods. A limited number of applications will be available two times per year. This information will be accessible via the QPTV information line, 718-886-4880 and QPTV's web site [www.qptv.org](http://www.qptv.org).
- B. The application, along with a photo I.D. and two proofs of Queens residency (see Page 2 Section IV), is to be completed and verified at the QPTV facilities.

- C. Not-for-profit organizations applying for training must show proof of their not-for-profit 501(c)3 status, and verify their Queens location. Not-for-profit groups may apply by mail on their organization's letterhead.

## **VI. TRAINING:**

In order to use QPTV equipment and facilities, it is necessary to complete the training and certification program with the specified equipment being used in the course.

- A. Each trainee will attend all of the training sessions involved in a particular track for certification in that track. Makeup classes will be required before certification is issued. Trainees who fail to makeup missed classes will be required to repeat the workshop.
- B. Workshop sessions must be attended in the prescribed sequence.
- C. Each trainee must demonstrate proficiency in using the equipment in the particular track being trained for, in order to be certified to use that specific equipment.
- D. Part of the training program will include a practical performance exam to be given by the Trainer. In order to receive certification by QPTV to use QPTV equipment and facilities, it is necessary for each trainee to pass the performance exam.
- E. QPTV will make no exceptions to the requirement for training as a part of the process necessary to becoming certified to use specific equipment or facilities.
- F. USE OF QPTV PRODUCTION EQUIPMENT AND FACILITIES MUST BE FOR THE PURPOSE OF RECORDING AND PREPARING PROGRAMS FOR THEIR FIRST CABLECAST ON THE QPTV CHANNELS.
- G. Use of QPTV production equipment for private or commercial purposes is prohibited.

## **VII. CERTIFICATION:**

- A. Active Status: when training is completed satisfactorily, QPTV will certify the QPTV Community Access User to operate the equipment in the specific workshop completed.
- B. Inactive Status: if a QPTV User has not operated QPTV equipment for a period of time (6 months or more) certification may not be honored. Users with lapsed certification will be required to attend a scheduled retraining session on equipment operations in order to become re-certified to use the equipment. It is the responsibility of the QPTV staff to determine if retraining sessions are necessary.
- C. Certification will be good only for the category of the workshop completed.

## **VIII. WHAT TRAINING DOES QPTV OFFER?**

**NO OBSERVERS OR "AUDITORS" ARE ALLOWED IN ANY WORKSHOP TRAINING SESSION. ONLY REGISTERED PARTICIPANTS MAY ATTEND. VISITORS WILL BE ASKED TO LEAVE.**

### **A. FIELD PRODUCTION (EFP): (Location shooting with portable video equipment)**

1. Ten three hour sessions are conducted once a week over a ten (10) week period of time.
2. Training sessions are scheduled during daytime and evening hours Monday through Friday and daytime hours on Saturday.
3. Each trainee will be given a practical performance exam by the Instructor.  
In order to receive certification by QPTV to use QPTV equipment and facilities, it is necessary for each trainee to pass the performance exam.

### **B. EDITING:**

1. Ten three hour sessions which are conducted once a week over a ten (10) week period.
2. Training sessions are scheduled during daytime and evening hours Monday through Friday and during daytime hours on Saturday.
3. Each trainee will be given a practical performance exam by the Instructor.  
In order to receive certification by QPTV to use QPTV equipment and facilities, it is necessary for each trainee to pass the performance exam.

### **C. BASIC STUDIO PRODUCTION WORKSHOP:**

1. Eleven three hour sessions which are once a week over a ten (11) week period.
2. Training sessions are scheduled during daytime and evening hours Monday through Friday, and during daytime hours on Saturday.
3. Each trainee will be given a practical performance exam by the Instructor.  
In order to receive certification by QPTV to use QPTV equipment and facilities, it is necessary for each trainee to pass the performance exam.
4. A group project will be completed by the entire class at the end of the ten week period.

### **D. UNSATISFACTORY PERFORMANCE IN TRAINING:**

1. Trainees who miss part or all of a workshop will be required to repeat that workshop, at the discretion of the trainer.
2. Trainees are required to attend all sessions from beginning to end. Trainees must demonstrate the knowledge, skill and understanding that is necessary for responsible production activity using QPTV equipment and they need to give their full attention to the training process.
3. Absence from two (2) classes is grounds for being dropped from training.
4. Trainees will be monitored as to their capability with the equipment they are being trained on.

5. Trainees will be expected to demonstrate proficiency with the equipment and knowledge of QPTV's Rules & Procedures by the conclusion of the training cycle.
6. If trainees do not or cannot demonstrate the necessary knowledge, skills and proficiencies, QPTV trainers or staff shall require that they repeat the training process.
7. The use of equipment by an unskilled or unprepared person or persons, is not allowed. Such use would jeopardize the equipment and constitute a safety hazard.

#### **IX. THE APPLICATION PROCESS:**

- A. Applicants will be notified of a scheduled time to come into the Access Center, pick up a QPTV Rules and Procedures Manual and complete a training application. The applicant must provide a photo I.D. and two proofs of Queens residency (see Page 2 Section IV).
- B. Applicants will be placed in a workshop at the time of their registration.

#### **X. WHAT WILL TRAINING COST?**

QPTV collects a fee to recover the cost of expendable items (such as textbooks, digital media, handouts and miscellaneous supplies) which must be paid for in full, by money order ONLY, before the first day of training. Applicants who fail to pay the workshop fee will be dropped from the workshop.

Fees for workshops are printed on the QPTV rate card, which are posted throughout the QPTV access center.

*Workshop fees are non-refundable.*

#### **XI. WHAT ARE THE RULES REGARDING EQUIPMENT USAGE?**

##### **A. General Rules:**

QPTV facilities are restricted to staff members, trainees, QPTV Users and guests associated with the user's project. Everyone must sign in at QPTV's front desk upon arrival. It is also necessary to list, on the Program Planning Outline (PPO), the crew members and expected guests who will be using the facilities.

1. All equipment use must be within the franchise area, defined as the geographical boundaries of the Borough of Queens.
2. QPTV Users seeking to use equipment outside of the Borough of Queens must:
  - a. Submit a letter no less than ten (10) days in advance of the production, indicating reasons for request.
  - b. Demonstrate the manner in which the required exception is for the purpose of programming for the residents of Queens.
  - c. Obtain written approval from QPTV's President in advance of scheduling any such activity
3. At no time is any QPTV equipment allowed to leave New York State.

*NOTE: Each case will be handled on an individual basis, and the final decision rests with QPTV.*

4. All equipment use must be for recording or preparing a program for cablecast on the QPTV channels. From time to time, QPTV reserves the right to visit the location to ensure that all the proper procedures are being adhered to.
5. Rough editing, pre-editing, compiling, archiving and other uses that are not moving a program toward cablecast on QPTV's channels is prohibited.
6. QPTV's portable equipment may only be used by a QPTV Certified Community Access Producer, with all necessary paperwork on file at QPTV.

## **B. COMMERCIALIZATION:**

Private or commercial use of QPTV equipment is strictly prohibited and a violation of this rule shall result in immediate revocation of all privileges as a user. **USE OF QPTV PRODUCTION EQUIPMENT AND FACILITIES MUST BE FOR THE PURPOSE OF RECORDING AND PREPARING PROGRAMS FOR THEIR FIRST CABLECAST ON THE QPTV CHANNELS.**

1. A QPTV User, may not recover the cost of a production, whether it is a field production on location, or a studio shoot in that such costs were born by QPTV.
2. Current law prohibits any individual or entity from deriving a financial benefit from the 501© 3 status of Queens Public Communications Corporation, (QPTV).
3. The staff of a social services or a not-for-profit organization may produce programs as a part of their paid work assignment, with approval from their organization after going through the regular QPTV training program and becoming certified.
4. Should any production created through the facilities of QPTV develop commercial value, be sold or leased, or put into commercial distribution, the QPTV Certified Community User is liable for the fair market value of the production based upon the use of QPTV's equipment, facilities, staff and training for what was, in effect a commercial production.

In such cases, QPTV requires first dollar. It shall be the responsibility of the QPTV User of said production to call this to the attention of the President of QPTV and arrange to reimburse QPTV for the fair market value of the use of QPTV's staff, equipment and facilities. A violation of this rule shall result in immediate revocation of all privileges as a QPTV User or trainee.

**QPTV USERS HAVE USE OF QPTV EQUIPMENT AND FACILITIES AT NO COST TO THEM AND THEREFORE, THEY MAY NOT CHARGE FOR THIS USE. IN ADDITION, SINCE THEY CABLECAST ON QPTV'S CHANNELS AT NO COST, THEY MAY NOT CHARGE FOR CHANNEL TIME.**

QPTV reserves the right to take steps deemed necessary to insure that no User violates the Rules and Procedures. It is essential that no QPTV channel time, facility or equipment be used for any commercial purpose.

### **C. PORTABLE EQUIPMENT RESERVATION AND CHECK-OUT RULES:**

1. Reservations for portable equipment must be made at least seven (7) but not more than thirty (30) days in advance.
2. Reservations can be made by phone, fax, email, postal mail or in person.
3. Equipment required for training will not be available for other purposes during scheduled training sessions.
4. To serve the increasing number of QPTV Users, first time users will be given priority in the rotation of equipment. QPTV staff will apply this guideline with minimum disruption of a producer's plans.
5. In cases where preemption is involved, QPTV staff will arbitrate an agreeable settlement between the two parties and the decision will be final.
6. Equipment checked outs are for 24 hours only. Equipment checked out on Saturday will be permitted to be returned on Monday.
7. Failure to return equipment within the designated 24 or 48 hour period will be considered a major violation and treated as such.
8. The maximum number of equipment reservations allowed to complete a single program is three (3), which requires the approval of the staff or the President.
  - a. No additional reservations may be made until the existing reservation list has been completed.
  - b. Multiple and simultaneous reservations of Field Equipment and the Studio is not permitted. Exceptions will be made for producers taping "roll-in" segments for their studio productions.
9. A Field Production project exclusive of editing time, should be completed within two (2) months of the initial equipment reservation for the project.
10. A Program Planning Outline PPO Form #4 should be completed for each project. The plan should be filed with QPTV at least seven (7) days in advance of the reservation and approved by the staff. If an approved plan is not filed in sufficient time, the reservation will be released to another QPTV User.
11. Each reservation must specify:
  - a. The QPTV User's name.
  - b. The project for which equipment is being reserved (Title of Program).
  - c. The production locations to be shot (include addresses).
  - d. Crew list. (Note: Two QPTV Certified Users are required for a two camera shoot; one QPTV Certified User is required for a one camera shoot.)
  - e. The approximate time to be spent on location.
  - f. The exact equipment needed.
  - g. Anticipated return time.

12. Any cancellations for reserved equipment must be made at least 24 hours in advance. Failure to inform QPTV of the cancellation is cause for probationary sanctions, as outlined in Section XXIV B.
13. Equipment reservations are NON TRANSFERABLE. The QPTV Certified Community User making the reservation must be present at the check-out; a proxy is not acceptable.
14. The scheduled equipment check-out is an appointment with a QPTV staff member and should be treated as such.
15. The equipment check-out takes a minimum of 30 minutes; the QPTV Certified Community User should allow adequate time for proper check-out.
16. The equipment check-out requires the QPTV User to set up the equipment and make a test recording to assure that the equipment is in good working order.
17. The equipment to be taken from the QPTV facility must be properly signed out and released by a QPTV staff member.
18. The QPTV User must sign the equipment check-out form, indicating responsibility for the items listed there, noting any malfunctions, cosmetic damage or missing parts. The QPTV staff member will specify the date and time the equipment must be returned to the QPTV premises by the QPTV User.
19. The QPTV User is responsible for the safety, proper use and care of the equipment.
20. The QPTV User is financially responsible for any damage or theft of the equipment while it is signed out to them.
21. The QPTV User is responsible for continued project progress to completion for cablecast as a result of using QPTV equipment and facilities.
22. The President must approve exceptions to these guidelines in writing.

**D. PORTABLE EQUIPMENT CHECK-IN RULES:**

1. The equipment check-in takes a minimum of 30 minutes; the QPTV Certified Community User should allow sufficient time for proper check-in.
2. The equipment check-in requires the QPTV User to set up the equipment and demonstrate its operability to the QPTV staff member supervising the check-in.
3. Check-in of equipment is non transferable. The QPTV Certified Community Access Producer cannot send a proxy or surrogate to return the equipment for them.

## **XII. MEDIA POLICY**

### **A. Raw Footage and Masters**

1. All Certified Users must provide their own external media for their programs.
2. QPTV suggests using a USB Thumb Drive of 3.0 or better; SD Cards should be Class 8 or above
3. All program rights belong to the QPTV User.
4. QPTV has the option to archive significant representative programming produced through QPTV facilities, and will use segments of such archived material to prepare demonstration, instructional or sample tapes to conduct QPTV's routine training, outreach and development programs.
5. QPTV will not sell or distribute commercially, any QPTV Certified Community Access Producer's program, but expressly reserves the right to enter programs produced through the facilities of QPTV in festivals and competitions.
6. QPTV has the authority to show and/or give a copy of a program to any municipal, state or federal government agency requesting same, so long as said program remains in the archives of QPTV.
7. QPTV does not maintain an inventory of SD Cards or USB Thumb Drives for purchase.

### **B. DUBBING AND DOWNLOADING:**

1. QPTV Certified Access Producers are permitted to make five copies of their program during their edit session.
3. There is no fee for dubbing however, the QPTV User must supply all their own DVD or Blu-Ray stock for dubbing.

### **C. PROGRAM DROP-OFF & PICK -UP**

1. Provider programs can be uploaded off Monday through Friday between the hours of 10:00am and 5:30pm. QPTV's drop-off facility is located on the street level of Flushing Plaza, 41-65 Kissena Boulevard, Flushing, New York 11355.



### **XIII. CANCELLATIONS AND LATENESS:**

- A. Cancellations of portable equipment reservations and studio reservations should be made at least 24 hours in advance so that QPTV staff has sufficient time to make the reserved equipment or the studio available to another QPTV Certified Community User.
- B. Late returns of equipment will be treated as a Minor Violation. If lateness is unavoidable or beyond the control of the QPTV User; QPTV should be notified immediately. Late arrival for pick-up of equipment by more than thirty (30) minutes without notification to QPTV, will result in that equipment reservation being canceled.

### **XIV. WHAT ARE THE RULES WITH REGARD TO EDITING USAGE?**

#### **A. General Rules:**

- 1. All use of QPTV edit equipment must be for the purpose of preparing a program for cablecast on the QPTV channels. Preparation of programs for cablecast on non QPTV channels is expressly prohibited except that the President may on a limited occasion, for good cause shown, permit a QPTV User to prepare a program for non QPTV cablecast. In such event the QPTV Certified Community User must apply in writing to the President for such permission. The determination of the President will be final. Any preparation for non-QPTV cablecast in violation of this Rule shall be deemed a Major Offense.
- 2. The following uses of QPTV editing equipment are not permitted:
  - a. Re-editing of an already cablecast program. *QPTV DOES NOT CONSIDER PROGRAMS THAT HAVE BEEN PREVIOUSLY CABLECAST ON THE CHANNELS AS NEW PROGRAMMING.*
  - b. Rough editing; the resources of edit time are too scarce for rough editing; all edit plans should be thoroughly worked out before the QPTV Certified Community User brings the project to the edit suite.
  - c. Compiling stock footage: This does not constitute preparing a program, and is not permitted.
  - d. **PREPARING OR EDITING MATERIAL FOR COMMERCIAL OR PRIVATE USE IS NOT PERMITTED.**

3. A QPTV User must be certified in editing in order to use QPTV editing facilities, or must have arranged for a QPTV Certified Community User (in editing) to do the actual hands on editing. Non-certified persons may NOT accompany the editor to the edit suite and work with the QPTV Certified Community User; unless arranged in advance with a QPTV staff member.

#### **B. EDIT RESERVATION RULES:**

1. Edit reservations are made by phone, mail, email, fax or in person on a first-come, first-served basis.
2. A QPTV User may only make one reservation at a time. Edit time can be reserved in advance in 2, 4, 6 or 8 hour sessions. Additional editing time may be requested, if necessary.
3. A maximum of twenty-four (24) hours of edit time are allowed to complete a program for cablecast. Exceptions to the rule require submission of a detailed proposal for the project prior to beginning it and an express written approval from the Department Supervisor.
4. A reservation for editing time must be made at least seven (7) but no more than thirty (30) days in advance. The Producer of the program shall be responsible for the following:
  - a. Making edit suite reservations.
  - b. Canceling a reservation that will not be used.
  - c. QPTV Users and their guests using QPTV facilities and working on a program must comply with QPTV's Rules and Procedures.
5. Users should notify the responsible staff person of any special needs when booking the appointment. When making the reservation, the QPTV Certified Community User must specify the technical set-up needed, and any particular details of the project in order to allow the QPTV staff to reserve the desired support equipment, etc. QPTV will attempt to meet these special needs if possible and have the edit suite set up prior to the commencement of the edit session. *If tapes from QPTV's library are needed for the edit session, requests for said tape must be made at least twenty-four hours prior to the booked edit session.*
6. Failure to cancel a scheduled edit session at least 24 hours in advance will cause the unused time to be applied against the 24 hour maximum time allotted.
7. QPTV Users should make every attempt to do as much off site preparation as is possible in order to insure maximum efficiency in the use of QPTV facilities and equipment.
8. QPTV Users shall keep a log of any delays caused by QPTV equipment failure. The original of this shall be signed by the QPTV staff person in charge and a duplicate furnished to the President no later than the following day. The President can authorize additional editing time based on said log.

9. Notwithstanding the above Rules and Procedures, Users can book unused editing time no more than 2 days in advance, based on, first come, first served and availability. Edit time booked under this provision will not be charged against the 24 hour maximum. This provision will be withdrawn if Users are found to be making appointments and canceling them with the intention of violating these rules.
10. Edit reservations are non-transferable.
11. A QPTV Certified User can make a request in writing, to the Department Supervisor, additional edit time over and above the 24 hours allocated to each program. All requests shall include a detailed description of how each additional hour of edit time shall be used. If granted, the Department Supervisor can authorize additional time for a single program, based on facility availability.

NO USER, TRAINEE, GUEST OR OTHER UNAUTHORIZED PERSON IS PERMITTED TO GO IN THE REAR OF THE EQUIPMENT RACKS OR TOUCH ANY WIRING OR CONNECTIONS BEHIND THE RACKS.

QPTV reserves the right to take steps deemed necessary to insure that no Access Producer violates the Rules and Procedures. It is essential that no QPTV channel time, facility or equipment be used for any commercial purpose. Any questions regarding QPTV's Rules and Procedures shall be submitted to the President in writing.

**C. EDIT SESSION RULES:**

1. Failure to arrive or notify QPTV of lateness within 30 minutes of the scheduled edit appointment will result in forfeiture of the appointment.
2. QPTV facilities are restricted to staff members, trainees, Certified Community Users and no more than two (2) guests associated with the User. Our facilities have been designated as non-smoking buildings. Smoking, eating and drinking is NOT PERMITTED in any edit suite (or any other equipment area). Violation of this rule will be treated as a Minor - Violation.
3. QPTV Users are not allowed to connect other equipment to the QPTV editing equipment system, to make technical adjustments or to reconfigure the edit suite equipment.
4. The edit suite must be cleaned, and the edit suite made ready for the next editor by the end of the scheduled edit session. Edit sessions are scheduled back-to-back and the termination time assigned to each session is also the start-time of the next session.
4. The QPTV User is responsible for submitting an completed program to a QPTV staff person.
5. Programs must be properly labeled and slated with the following naming convention: *Producer Name\_Series Title\_Episode Title\_Date\_Run Time*  
All audio must be on both channels one and two.

## **D. CANCELLATIONS:**

1. Cancellations of edit reservations should be made at least 24 hours in advance of the edit session. This allows QPTV staff sufficient time to make the edit time available to another QPTV User.

## **XV. STUDIO USAGE:**

### **A. GENERAL STUDIO RULES:**

1. All studio use must be for the purpose of producing a finished program for the QPTV community access channels.
2. Producing pieces, segments, or other units requiring later post-production should be reflected in the QPTV User's Program Planning Outline (Form #5) and approved in writing by the Director or Manager of Access Producers Services in advance. It is expected that a finished program will come out of each studio reservation.
3. The studio is to be used as is. Use of additional technical components or arrangements requiring rewiring or reconfiguration of equipment must be cleared in advance in writing with QPTV staff. ***TECHNICAL UNAPPROVED RECONFIGURATION IS CAUSE FOR IMMEDIATE SUSPENSION OF QPTV PRIVILEGES, FOR A PERIOD OF SIX (6) MONTHS; THIS INCLUDES ANY ADJUSTMENT OR REPOSITION OF STUDIO LIGHTING EQUIPMENT.***
4. All equipment, including console, monitors, pedestals, cameras, audio equipment and accessories are to remain in the studio. At no time can any of this equipment be checked out for production in any place other than the studio.
5. Smoking, drinking and eating are prohibited in the studio and control room areas. Glasses of water for talent are permitted on the studio floor. At no time are food containers, drink containers and general rubbish to be left in the studio area.
6. Broken or malfunctioning equipment or systems are to be reported to QPTV staff immediately.
7. Studio groups (talent/audience participants) are limited to twenty-five (25) people. *(Exclusive of crew.)*
8. Crew and talent cannot arrive earlier than the scheduled beginning of the reservation time. QPTV does not have space to accommodate early arrivals, rehearsals, etc. except in cases where a special request has been made to QPTV.
9. QPTV will assign a staff member to work with the lead QPTV Certified Community User, and to serve as Studio Attendant for the production.

10. QPTV staff will not serve as crew for a production. It is mandatory that the QPTV User make all arrangements in providing the entire crew. The crew will consist of QPTV certified individuals and persons currently enrolled in studio production training. Fifty percent (50%) of the crew must have valid QPTV studio certification.
11. If less than the required five (5) crew members report for the production, or if less than three (3) QPTV Users are present, the session will be cancelled. An "Express" Studio format will be available as an option if less than the required number of crew shows up.
12. The QPTV User who made the studio reservation is responsible for the conduct of crew and talent involved in their production, and for the orderly and safe operation of studio equipment and use of QPTV facilities, including the kitchen. The kitchen must be cleaned immediately after food has been served. If the crew has food prior to the shoot, the kitchen must be cleaned before returning to the studio.
13. Indecent Exposure is strictly prohibited on the premises of QPTV including editing suites, administrative offices, and all other areas that are used in common with Charter Communications and other tenants of 41-61 Kissena Boulevard. Queens Public Communications Corporation is not to be considered a censor of any program material, however, QPTV is obligated to insure that all local, State and Federal laws are respected regarding programs recorded in our studios or shown on the access channels.
14. All additional equipment, props and accessories needed in a studio shoot not already in the studio, is the responsibility of the QPTV Certified Community Access Producer and is not to be simply appropriated because of their proximity to the studio. **NO FURNITURE IS TO BE TAKEN FROM THE OFFICE AREA FOR A STUDIO PRODUCTION.**
15. Production is to be done, as much as possible in real time, as a "live" production, starting at the beginning and running (non-stop) through (a minimum running time of 28:00 or 58:00 minutes and a maximum running time of 28:30 or 58:30 minutes) to the end without a break if possible. **NO EDITING**, except minimal "cleanup" is permitted after a studio production, unless authorized.
16. In transferring the studio from one QPTV User to the next, the following must be observed:
- a. All sets and properties must be struck, removed or stored.
  - b. All camera cables should be neatly coiled.
  - c. Cameras should be put away by the QPTV staff person:
    1. Be switched to color bar setting.
    2. Lens caps be placed over front of lens.
    3. All pedestal locks must be in the locked position.

- d. All headsets should be stored on cameras. Floor manager's headset should be turned in to a QPTV staff member.
  - e. Lights can be refocused, and repositioned on the grid ONLY by a QPTV staff person. QPTV PRODUCERS ARE NOT ALLOWED ON THE LADDERS. The producer should seek the assistance of the staff and should insure (with staff) that instruments be returned to normal positions and turned off at the end of the production session. An ample amount of time should be designated for these changes (replace studio lights to original positions) at the end of a production. Detailed lighting requirements must be listed on the Program Planning Outline in advance.
  - f. Microphones should be replaced in their boxes and returned to the staff person.
  - g. All cabling (audio, power, and video) should be properly wrapped and returned to their proper place.
  - h. Chairs are to be stacked, and furniture is to be returned to proper places in or out of the studio.
  - i. Floor of studio is to be cleared of all material and debris.
  - j. All materials including props, graphics charts, etc. must be removed by the user. The area should be cleared of everything and made ready for the next user.
  - k. Headsets in the control room should be turned (volume) down and placed on the console above the production position.
  - l. Equipment turn-off must be done by QPTV staff member or a Studio Attendant only.
  - m. A status report upon completion of the production, will be made by the QPTV staff member in attendance regarding:
    - 1. Operation of the facility during the production (technical, etc.).
    - 2. Status of the studio after recording is completed.
    - 3. Status of the recorded program (completed, edit time needed, etc).
  - n. QPTV is not responsible for any items left in the studios.
17. Within the plan of a studio program, it is permissible to utilize portable produced segments as roll-ins.
18. The limitations on the use of portable equipment with a studio shoot are as follows:
- a. A maximum of 3 portable shoots.
  - b. A maximum of 3 editing sessions.
  - c. A maximum of one four (4) hour studio production block.
- d. No post production after the studio shoot except as necessary for minimal clean-up (4 hours maximum) with prior permission of QPTV staff.

## **B. RESERVATION RULES:**

1. Studio time will be booked on or after the first day of each month for the following month. During the current month studio time will be booked according to availability, on a first come first served basis.
2. Reservations can be made by phone, mail, Fax or in person.
3. A Studio Program Planning Outline (Form #5) outlining the details and plans for the reserved production must be on file for each studio project at least one week in advance of the production date. If a Program Planning Outline is not filed in sufficient time, the reservation will be released.

The Program Planning Outline shall specify the names of the crew involved, the program to be produced, details of the format, program segments involved, the staging, set and properties required, the lighting necessary, character generator material, anticipated time for setup, set preparation, production rehearsal time and any special provisions necessary.

4. The maximum time allowed for a studio production is four (4) hours. This includes setup, rehearsal, production, and all breaks, including food/dinner breaks and strike time. For evening productions, once the production is complete, it is required that the premises be vacated prior to closing. Time must be allowed at the end of the studio recording session to return the studio to its original configuration, i.e. props and any lighting equipment that has been moved prior to recording.
  - a. A QPTV User cannot use the studio longer than the scheduled four-hour block except in cases where a special request has been made in advance and approval in writing has been received.
  - b. A QPTV User must return the studio to normal" condition by the end of the reserved four-hour block of time.
5. The maximum number of reservations allowed to complete a single program for cablecast is one (1) unless otherwise approved in advance in writing.
6. A QPTV User, group or project is limited to one (1) reservation at a time. No additional reservations may be made until the existing reservation has been completed. No reservations will be accepted if the QPTV User has any incomplete programs.
7. Studio productions require a minimum crew of 5 people. At least 3 of the 5 Community Users must be studio certified by QPTV. The others must be qualified by being currently enrolled in QPTV's studio training program, and/or must be working towards certification.
8. Each production, whether by a group, organization or individual, must have a single "lead Certified Community QPTV User" who takes the responsibility for the entire production including the reservation. This QPTV User must fill out all necessary letters of compliance, etc., act as the contact person and deal with QPTV in all phases of the production.

9. All cancellations must be made by the QPTV User who made the reservation at least 24 hours in advance so that personnel and crew members can be given adequate cancellation notice. Failure to do so will result in restrictions being placed on future reservations of the studio and will be treated as a minor violation. It is the responsibility of the QPTV User to contact the crew members to inform them of the cancellation.
10. Studio reservations are non-transferable.

## **XVI. LIVE PRODUCTIONS:**

### **A. General Rules**

1. To be eligible for live programming on the QPTV channels, a user must have been studio certified by QPTV in Studio Techniques.
  - a. A QPTV User must have demonstrated the ability to coordinate and produce quality programming in a consistent and timely fashion, and demonstrate the organizational and production skills necessary to mounting a live production in real time. QPTV Users are encouraged to monitor other live programs before attempting to go on air.
  - b. The QPTV User must have taken a lead role in a minimum of two studio productions through QPTV facilities.
  - c. Approval of a live program shall be made at the sole discretion of the QPTV staff and such decision shall be final.
2. The maximum length for a live program is 60 minutes. Exceptions are at the discretion of management.
3. Indecent Exposure is strictly prohibited on the premises of QPTV including editing suites, administrative offices, and all other areas that are used in common with Charter Communications and other tenants of 41-61 Kissena Boulevard. Queens

### **Public**

Communications Corporation is not to be considered a censor of any program material, however, QPTV is obligated to insure that all local laws are respected regarding programs recorded in our studios or shown on the access channels.

### **C. STUDIO B:**

Studio "B" is a three (3) camera production system. This studio is used for simple productions (talk show, solo performer, etc.) that require one or two (2) QPTV Certified Access Producers. A producer may be transferred to this studio if an adequate number of crew members are not present for the three camera Studio "A" production appointment.



**B. RESERVING A LIVE STUDIO PROGRAM:**

1. *In order to schedule a Live Studio Program a QPTV Certified User must participate in QPTV's lottery drawing.*
2. A detailed Studio Program Planning Outline (Form #5) must be on file at least one week in advance of the reservation (production date), including:
  - a. A confirmed production crew (a minimum of 8) and talent list.
  - b. Plans for staging and sets.
  - c. A script which includes a timing of program segments and a plan for completing the program in the specified time.
3. Considerations of audience, special set-ups, live music and other such unique production elements must be confirmed and approved by QPTV staff at least one week in advance of the production.
4. Requests for live call-in programs must detail public relations and promotional efforts undertaken by the QPTV User and/or group to ensure some guarantee of response for the call-in segment.
5. QPTV Users risk losing their scheduled live time:
  - a. If any oral or written misrepresentations have been made to QPTV.
  - b. Having inadequate crew to successfully fulfill the obligation to produce the scheduled programming.
  - c. Lateness.
  - d. Demonstrating a consistent inability to begin and end programming in scheduled and/or required times.
  - e. Inability to perform adequate technical skills in a live situation.
  - f. Violations of public access rules and procedures occurring during live programming.

**XVII. SERIES PROGRAMS (Queens Residents):**

**A. GENERAL INFORMATION FOR OBTAINING A SERIES:**

**NOTE:** Applications for QPTV's Lottery can be requested by QPTV Certified Community Users and Queens Residents/Sponsors only and will be given out at the designated time. All program submissions must conform to QPTV technical standards (see page 40).

1. A series cycle is 52 weeks long and may be broken down as follows:
  - a. weekly (52 programs) or monthly (12 programs)

There are no renewal or series extensions. Everyone must apply to participate in the lottery on an annual basis and at the designated time.

2. A QPTV Community User or Sponsor is allowed only one series per cycle. There are no renewals or extensions.
3. If a QPTV User or Sponsor fails to produce or provide two thirds of original programming for a series, the series will be canceled by QPTV. (34 new programs, 18 repeats)
4. All programs must have audio on channel one and two.

**B. INFORMATION ON PROPOSED SERIES: (Information must include)**

1. Name, address and telephone number of Queens resident (User or Sponsor).
2. Title, format, frequency and length of program episodes.
3. Regular production and post-production requirements (time, schedule equipment, etc).
4. Special equipment needs for productions.
5. Names of crew members working on each specific series production.
6. A full treatment of the programs which will make up the series.
7. Targeted audience and promotional strategies to reach viewers.

**C. HOW TO GET A SERIES? (QPTV CERTIFIED PRODUCER):**

1. A QPTV User must have demonstrated the ability to produce and deliver programs in a timely manner. To schedule a series, a minimum of four programs ready for cablecast is necessary or studio scheduling for the four programs must be confirmed. For a studio series producer , a maximum of one reservation is permitted per month with a minimum of two programs being produced per reservation.
2. A QPTV User must supply QPTV with new programs on a regular basis. Repeats (or re-edited programs) will not be considered "new" programs, and will not be accepted as part of the requirements to qualify for a weekly series time slot. Programs must be submitted at least five business days prior to the cablecast date
3. A QPTV User must have demonstrated the ability to produce effectively at all levels of production and postproduction in accordance with the QPTV written guidelines.
4. QPTV Certified Users must apply to participate in the lottery at the designated time.

**D. PRODUCTION CONSIDERATIONS AND LIMITATIONS FOR A QPTV CERTIFIED PRODUCER'S SERIES.**

**1. A MONTHLY SERIES USING PORTABLE EQUIPMENT IS LIMITED TO:**

a. A maximum of three (3) portable shoots per program.

1. No more than three (3) shoots per week.

2. No more than 1 weekend shoot per program.

b. A maximum of six (6) edit sessions per program.

1. No more than three (3) edit sessions per week.

2. No more than 1 weekend edit per program.

**2. A WEEKLY SERIES USING PORTABLE EQUIPMENT FOR STUDIO ROLL-INS IS LIMITED TO:**

a. A maximum of 1 portable shoot per program.

b. A maximum of 1 edit session for preparation of roll-in, per program.

c. A maximum of four (4) hours studio time per program.

d. No post-production after the studio shoot, except minimal clean-up of 1-2 hours.

**A MONTHLY OR WEEKLY SERIES USING PORTABLE EQUIPMENT FOR STUDIO ROLL-INS IS LIMITED TO:**

a. A maximum of four (4) portable shoots per program.

1. No more than three (3) portable shoots per week.

2. No more than 1 weekend shoot per program.

b. A maximum of four (4) edit sessions per program.

1. No more than three (3) edit sessions per week.

2. No more than 1 weekend edit per program.

c. A maximum of four (4) hours studio time per program.

- d. No post-production after the studio shoot, except minimal clean-up of 1-2 hours.
- 4. A QPTV User is allowed no more than one (1) reservation per type of equipment per day.
- 5. Sign-out and/or reservation of equipment for series use must be by an individual, (QPTV Certified User) not an organizational name. That individual is responsible for the equipment while it is out; whether it is used to shoot one segment or more. QPTV reserves the right to demand written proof of non-profit organizational membership at any time.
- 6. Cablecast Series Request Forms (Form #12) will be retained by QPTV to coordinate production activity.

***QPTV DOES NOT CONSIDER PROGRAMS THAT HAVE BEEN PREVIOUSLY CABLECAST ON THE CHANNELS AS NEW PROGRAMMING.***

**XVIII. SERIES PROGRAMS PROVIDED BY NON-QPTV PRODUCERS:**

(Queens Sponsors are government agencies, not-for-profit/501(C)3 organizations and individuals with bona-fide addresses within the borders of the Queens County Franchise area)

***PROGRAMS SUBMITTED TO QPTV FOR CABLECASTING MUST BE PROVIDED BY A QUEENS RESIDENT/SPONSOR, IF THE PRODUCER IS NOT A BONA-FIDE QUEENS RESIDENT.***

- 1. A Sponsor/Provider must participate in QPTV's lottery drawing and demonstrate the ability to deliver programs in a timely manner. To schedule a series, a minimum of four (4) programs ready for cablecasting is necessary.
- 2. A Sponsor/Provider must supply QPTV with new programs on a regular basis. Repeats will not be considered "new" programs. QPTV does not consider programs that have already been cablecast on the QPTV Access channels as "new" programs. Two thirds of the programs for a series must be original programs. (34 new programs, 18 repeats)
- 3. All programs must be submitted in the QPTV prescribed format with audio on channels one and two. QPTV's primary videotape format is Sony DVCAM.
- 4. Other requests for channel space (i.e. PSA's) by Organizations and Sponsor/Providers will be considered on a first-come, first-served basis. Determination by QPTV is final and no appeals will be considered.

**XIX. RULES REGARDING QPTV PROGRAMMING:**

**A. GENERAL RULES**

- 1. The User has an obligation to allow QPTV at least four (4) cablecasts of a completed program (NOT APPLICABLE TO SPONSORS/ PROVIDERS).

2. All program rights and obligations, belong exclusively to the Producer of the program.
3. Programming produced with QPTV equipment or facilities must carry the following credit line at the conclusion of each program so produced:

***"This program was produced through the facilities of, Queens Public Television, Flushing, New York."***

**B. PROGRAM STANDARDS:**

1. Programs to be cablecast on the QPTV channels must meet minimum technical standards including, but not limited to, considerations of signal strength, continuity and quality, technical formatting . If a program does not meet these guidelines, QPTV will not cablecast these programs. (See Page 37). Programs must be submitted at least five business days prior to the cablecast date.
2. Programs must be a minimum running time of 28:00 or 58:00 minutes or a maximum running time of 28:30 or 58:30 in length.
3. Programs must be in a format suitable for QPTV's playback and automation equipment. All programs must include audio on channels one and two.
4. Programs must be properly labeled and slated: Program title, program length in minutes and seconds, name of Producer, owner or organization and production date. Please indicate that audio is on channel one and two.
5. All videotaped and/or live programming cablecast on the QPTV channels must clearly identify the User on the videotape.
6. UNDERWRITING: No programs can include solicitation or fund raising of any kind. Underwriter's credits may include the legal business name and must be placed at the end of a program. Total credit time for all underwriters may not exceed 30 seconds. All on-screen addresses or telephone numbers must be displayed as follows:

FOR FURTHER INFORMATION CONTACT: (Phone number or E-mail address)

or

WRITE TO: (Street address, or E-mail Address)

7. Programming not produced through QPTV facilities, or sponsored by QPTV, must be submitted or sponsored by a Queens resident with a bona-fide current Queens address. Such name, address, phone number and signature, must be clearly identified on the Channel User Contract/Statement of Compliance (Form #2) for QPTV files. A post office box IS NOT acceptable.
8. Building a regular viewership with a viable programming schedule will be a high priority in all matters of QPTV channel reservations.

### **C. RESPONSIBILITIES:**

QPTV does not take responsibility for the accidental erasure, damage or loss of videotapes and therefore recommends that you do not submit your original master.

Program sponsors and producers/providers must take responsibility to insure that all musical, dramatic, artistic and literary materials, ideas and other intellectual properties used in programming will not violate any law or infringe upon or violate any of the rights, including without limitation copyright, trademark or publicity rights, of any individual or entity and must agree to hold QPTV harmless in this regard.

Program sponsors are responsible for any misrepresentation arising from their programming or production activity.

QPTV is not responsible for any agreement to which it is not a party and no such agreement shall be construed as creating any obligations for QPTV.

A producer must be able to present in writing within 48 hours of a request, all necessary permission, approvals, clearances and rights to use program material.

### **D. CONTENT RESTRICTIONS:**

Queens Public Communications Corporation (QPTV) is not to be considered a censor of any program material. QPTV's only obligation is to insure that all Local, State and Federal laws are respected regarding programs shown on the access channels.

1. Presentation of the following material on QPTV channels is prohibited:

- a. Advertising material designed to: 1) promote the sale of any product or service; 2) 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; 3) any material which identifies any product, service, trademark or brand name in a manner that is not reasonably related to the non-commercial use of such a product, service, trademark or brand name on the program. Advertising material shall include, but not be limited to, references in the cablecast program, to (i) a monetary purchase price, (ii) a publication, (iii) a telephone number or (iv) a website, link, or E-mail address, which in any way promotes the advertising prohibited in the immediately preceding sentence. The use of a phone number, E-mail address or website is permitted as a reference at the end of the cablecast program but only on the condition that it be used to obtain additional information. Under no circumstances can it be used for advertising material as prohibited in QPTV RULES & PROCEDURES.
- b. The direct solicitation or appeals for funds or other things of value for any and all purposes.
- c. Political endorsements or advertising by or on behalf of candidates for public office. (See Sections H pg.25, I & J pg.26, and K pg.27)
- d. Material which is defined as legally obscene.
- e. Any programming which constitutes or promotes any gambling enterprise in a manner which is in violation of any applicable local, state or federal laws.

- f. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state or federal law.
  - g. 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, or inciting a riot.
  - h. Material or programming which has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
2. When program content violations are brought to QPTV's attention, QPTV shall take such steps as are necessary to comply with FCC regulations and applicable City, State and Federal laws.

**E. DISTRIBUTION:**

Distribution of programming which has been produced through QPTV's facilities is restricted as follows:

1. QPTV has the right of first and subsequent showings on its channels.
2. QPTV has the right to keep a copy for archive purposes.
3. QPTV has the right to use the program and excerpts for promotional purposes.
4. QPTV reserves the right to distribute the program to other access centers for cablecasting in the greater New York area provided we have the Producers written permission.
5. QPTV has the authority to show and/or give a copy of any program to any municipal, state or federal government agency requesting same, so long as said program remains in the archives of QPTV.

**F. QPTV USER/PROVIDER SPONSOR RESPONSIBILITY:**

1. Users of the QPTV channels are fully responsible and liable for all program material (program content) cablecast on QPTV's channels.
2. The QPTV User and Sponsor is solely responsible for obtaining all permits, licenses, talent and music releases, location releases, city permits, etc. Users are required to obtain permits for any location shooting on the streets of New York City, if camera use is other than hand held. Permits are free of charge and must be obtained from the N.Y.C. Mayor's Office of Film, Theater and Broadcasting. In addition, special permission is required from the MTA for shooting on the subway, subway platforms or any city bus.

3. The QPTV User is responsible for any and all situations generated by both the field production and studio production including the use of the equipment, and holds harmless QPTV, its Directors, Officers, Employees and its Agents from all loss, liability and damage arising out of or caused by the cablecasting of the user's program.
3. All QPTV Users/Providers and Sponsors of live or pre-recorded programming for cablecast shall agree, as a condition of the cablecast, to indemnify and hold harmless QPTV, its Directors, Officers, Employees and its Agents from all loss, liability and damage arising out of or caused by the cablecasting of the user's program.
5. QPTV Users/Providers and Sponsors will be required to complete in full and sign a Channel User's Contract / Statement of Compliance (Form #2), acknowledging their responsibility for the total program content of the requested cablecast.
6. QPTV Users/Providers and Sponsors are responsible for all copyright clearances, talent releases, other clearances, rights or licenses involved in their programming.
7. All QPTV Users, Sponsors, Providers, crew and guests MUST sign in at the front desk upon arrival. It is also necessary to list the names of the crew members and expected guests on the QPTV Production Planning Outline (PPO) who will be on the premises.
8. QPTV Users/ Providers and Sponsors must have a signed Channel User Contract / Statement of Compliance on file guaranteeing to indemnify and hold harmless QPTV, its Directors, Officers, Employees and its Agents, in claims of libel, slander, invasion of privacy or public rights, unauthorized use of copyright material, or non-compliance with any applicable local, state or federal laws.
9. Only programs authorized by the President can be identified as a QPTV production.
10. Producers must be prepared with a money-order amount for workshops. The correct amount due QPTV should be clearly written on the check. Returned checks will be considered non-payment and the use of the facilities will be denied to those people who continue to be irresponsible regarding payments due QPTV. Third party checks are not accepted.

#### **G. VIOLATIONS:**

Violations of QPTV's program content policies and rules, or breach of the Channel User Contract/Statement of Compliance, (Form #2), may subject the user to immediate forfeiture of all privileges of using QPTV channels, equipment and facilities as more fully set forth in XXIII.



## **H. POLITICAL PROGRAMMING:**

### **QUEENS PUBLIC TELEVISION OPERATING RULES AND PROCEDURES FOR A POLITICAL CANDIDATE'S PROGRAM, SUBMITTED BY AN OUTSIDE PROVIDER**

QPTV has an affirmative obligation to further discuss political issues and candidates. This goal can be accomplished by encouraging the use of the channel by the acceptance of programs (no longer than 30 minutes in length) from candidates who have filed with the Board Of Elections to run for public office. Political candidates are subject to the same operating procedures as other users of the access channels.

Everyone in the community has equal access to the channel time on a first-come, first-served basis. There is no equal time rule for cable TV.

\* Exception to above: COMMUNITY BULLETIN BOARD will be available for one message for candidacy per week, after the filing deadline has passed. Candidates or persons from their campaign office must follow the rules and procedures and deadlines in place for Community Bulletin Board use.

## **I. DEFINITIONS:**

1. A Candidate is a person who has filed with the Board Of Elections to campaign for a specific public office on a local, state or national level.
2. The Debate format features a program or series, to which all candidates running for a specific office have been invited; in which the debate format is organized formally, meaning that all candidates have an equal opportunity to speak and are given comparable amounts of time in the program.

## **J. GENERAL RULES FOR POLITICAL PROGRAMS:**

1. Advocacy programs are those which have been produced by an individual or a campaign organization to promote a candidate or a specific viewpoint on a referendum.
2. Time slots will be reserved during each election period to enable a wide selection of political programs to be cablecast.
3. Upon request, QPTV will make available an Access Manual (Rules and Procedures) to each candidate, describing the availability of training, production facilities and channel time as outlined here.
4. For Advocacy programs, the following rules apply:
  - a. QPTV will not cablecast more than one program a week promoting the same candidate and/or referendum viewpoint.

- b. When QPTV receives a request to cablecast more than one advocacy program in a week, in most cases the candidate will be allowed to choose which one is cablecast. For referendum questions, the programs on each side of the issue will be determined on a first-come, first-served basis.
- c. Each program promoting candidates or referendum viewpoints must be clearly identified with the program's producer and underwriters (including any financial contributors to the program).

QPTV reserves the right to place its disclaimer at the end or beginning of each political program submitted for cablecasting.

In regard to other policies, QPTV treats candidates and elected official in the same manner as any other user.

- 5. If a candidate and or elected official submits a program produced elsewhere and meets the QPTV technical standards as well as the automation cablecasting system requirements, QPTV will notify the candidate and or elected official as to the time and date of our lottery drawing. After a Channel User Contract / Statement of Compliance form, (#2), has been duly signed, the program will be cablecast. The program will count as that candidate's and or elected official's weekly program. Scheduling is based on QPTV's lottery drawing.

#### **K. QUEENS PUBLIC TELEVISION OPERATING RULES AND PROCEDURES FOR POLITICAL CANDIDATE PROGRAMS PRODUCED BY QPTV CERTIFIED COMMUNITY USERS**

- 1. A QPTV Community User must follow the QPTV Operating Rules and Procedures to use QPTV facilities to produce political programs. In special cases, the Program Committee of the Board of Directors may grant exceptions to these rules to ensure fairness or avoid undue hardship.
- 2. If a candidate request the use of QPTV's equipment to produce a program, the candidate or any person working with the candidate has to be a QPTV Certified Access Producer in order to use the facilities or any QPTV equipment. Training takes anywhere from ten (10) to thirty (30) weeks for an individual to get sufficiently trained and certified in order to produce a program (in Field Production/Editing & Studio Production). For Studio a Production (not-for-profit 501(C)3 organizations) ten (10) weeks are required to complete the training. Applications are accepted on a first-come, first-served basis.

#### **XX. ADDITIONAL SERVICES FOR NOT-FOR-PROFIT ORGANIZATIONS:**

- 1. Technical production services may be made available to not-for-profit 501(C)3 community based organizations and institutions for a nominal fee to cover out-of-pocket expenses.
  - a. QPTV will entertain request for technical production services only after submission of a formal Program Proposal is approved by the Program Committee.

- b. Request for this Program Proposal must be submitted on the Organization's or Institution's official letterhead and signed by the Chief Operating Officer, to be considered.
2. All program proposals from not-for-profit 501(C)3 Community Groups, shall contain the following information:
- a. A statement of mission of the Organization.
  - b. A copy of documentation establishing not-for-profit status for the organization.
  - c. List of the Board of Directors.
  - d. The dates, times and locations of the project(s) to be recorded.
  - e. A clear description of the activity to be recorded, including names of sponsors, participating groups and funding sources.
  - f. A clear statement of relevance to the residents of Queens.
  - g. The name of the individual(s) from the organization who will produce the program and who will be available throughout the length of the project.
  - h. Statement of ability to render payment of service fees, which will be determined by QPTV. These fees shall be based on an estimated production budget, based on QPTV's standard rate card, and will include an estimate of total (pre and post) production time put in by QPTV staff in order to facilitate the project.
3. The following factors will be taken into consideration in determining costs:
- a. Whether request is for single or multiple activities.
  - b. Complexity of project.
  - c. Availability of QPTV staff and or facilities and equipment.
4. Conditions Of Acceptance:
- a. Before QPTV will undertake technical facilitating responsibilities, the Organization agrees to be the Executive Producer.
  - b. The Organization and/or Institution shall act in compliance with the Policy and Procedures as outlined in this manual and further agrees to indemnify and hold harmless QPTV and its Directors, Officers, Employees and its Agents against any claims arising out of any use of the program material that is cablecast or any breach of the signed Statement of Compliance, including but not limited to any claim in the nature of libel, slander, invasion of privacy or publicity right, non-compliance with applicable laws and unauthorized use of copyrighted material.
  - c. When production fees are assessed, a deposit of one third of the assessment will be required upon contract signing, with invoices to be sent at regular intervals, with payment in full due before cablecast date.
  - d. QPTV and the Organization shall enter into an agreement through a written QPTV standard contract for services as facilitators.

## **XXI. MEETINGS AND VIEWING PARTIES:**

- A. As possible, QPTV will provide space and facilities to host "Viewing Parties" for select audiences for the premier of a QPTV User's program.
  - 1. Such viewing parties are subjected to the limitations of space, equipment and staff resources.
  - 2. Such viewing parties need to be scheduled in sufficient time for appropriate resource allocations and reservation of space.
  - 3. Hosting, provision of food and drink or catering, set-up and clean-up are the responsibility of the QPTV User reserving QPTV facilities for the viewing party. Should security beyond QPTV's existing guard service be required, it is the responsibility of the QPTV User to provide same at his/her own cost and expense.
  - 4. A completed program must be scheduled by QPTV's Programming Manager in order for a QPTV User to reserve space and equipment for a viewing party.
  - 5. A minimum of four (4) weeks lead time is required by QPTV to schedule such an event.
- B. When possible, QPTV will facilitate ongoing and series production by providing meeting space for planning and production meetings.
  - 1. Such space is scheduled on a first-come, first-served basis, based on availability.
- 4. Such space can only be reserved by Users.

### **C. STUDIO TOURS:**

Studio tours are given to the public as the requests are received. A request for a studio tour may be made over the phone, in person by letter, fax or email. Tours are usually given to adults eighteen years old or older. For younger visitors QPTV requests that the organization provide an insurance certificate prior to taking the tour. Visitors are provided with complimentary QPTV giveaways.

## **XXII. INDEMNITY:**

The QPTV User is responsible for any claims arising out of use of the equipment and promises to indemnify and hold harmless Queens Public Communications Corporation (QPTV), its Directors, Officers and staff, against any such claims or any claims arising out of the use of the program materials to be cablecast or any breach of the User's signed Channel User Contract / Statement of Compliance (Form #2), including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, unauthorized use of copyright material, improper talent or music releases.

## **XXIII. SAFETY and SECURITY**

### **A. Emergency Evacuation Procedures**

QPTV has designated members of the staff to serve as Fire Wardens in case of fire, blackout or some other emergency. The Fire Wardens and their responsibilities are as follows:

## 2<sup>nd</sup> FLOOR

### **QPTV PRODUCTION:**

Fire Warden: Manager of Access Producers

Assistant/Back-up: QPTV Receptionist

Responsible for evacuating the following areas: All Edit Suites, Dub Room, Studios A & B, Kitchen, Production and Community Development Offices & Ladies' and Men's restrooms.

### **QPTV ADMINISTRATION:**

Fire Warden: Deputy President

Assistant/Back-up: Programming Manager

Responsible for evacuating the following areas:

Programming Department including: Program Manager's Office, Equipment Room, Executive Assistant's office, Administration, Deputy Executive Director's Office, President's Office, Community Development Office, Operations Manager's area & Ladies' and Men's restrooms.

## 1<sup>st</sup> FLOOR

Fire Warden: Video Trafficking Coordinator responsible for QPTV's 1<sup>st</sup> floor facilities.

Assistant/Back-up: Programming Coordinator

Responsible for evacuating the following areas:

Training Room, Library; Editing Suite; Programming Department Annex including reception area & Ladies' and Men's restrooms.

After 6:00pm during the week and on Saturdays, the receptionist that is on duty during those hours will be the designated Fire Warden. The rendezvous point once everyone has left the building will be in front of Saint Michael's Church located on Barclay Avenue between Kissena Boulevard and Union Street.

QPTV will conduct fire/emergency drills apart from those drills conducted by Charter Communications. In either event you are asked to cooperate with our Fire Wardens and or their assistants in vacating the facility in a safe and efficient manner.

## **B. TIME WARNER & QPTV Security Procedures Regarding Visitors**

In the effort to maintain a safe and secure work place for the staff and the guests of QPTV *and* to be compliant with the rules and regulations of Charter Communications, all visitors must:

- Sign in at *both* the Time Warner and QPTV reception areas.
- State who you are and who you are here to see and your purpose for visiting QPTV.

As we continue to strive for excellence in customer service, we ask for your patience and allow us time to come up to the lobby to escort you to our facilities for we may be on the phone or serving someone else. This security procedure was implemented to ensure a safe environment for all.

## **STATEMENT OF SAFETY POLICY**

The management of the QUEENS PUBLIC COMMUNICATIONS CORPORATION in recognition of its responsibility to each of its employees has adopted a company policy whereby we provide safe working conditions, against particular hazards, for all employees, producers, and guests. It is the obligation of each person to observe our safety regulations and to use QPTV's facilities with the highest degree of safety possible at all times.

### **XXIV. WHAT ARE QPTV'S RULES WITH REGARD TO REFUSING SERVICES?**

QPTV staff may request that a person leave QPTV premises for reasons including but not limited to the following:

- A. If they are under the influence of alcohol, drugs, any controlled substance, or if they sell or otherwise dispense alcohol and/or drugs on the premises or on any outside location while videotaping.
- B. If they interfere with the orderly conduct of QPTV activities or programs.
- C. If they make false or misleading statements about any QPTV staff, QPTV Certified Community User, QPTV User in training, and any other volunteers or visitors.

### **XXV. OFFENSES AGAINST QPTV**

#### **A. DEFINITIONS**

A review of the foregoing Rules and Procedures, applicable to all users clearly illustrates that participation in the activities of QPTV is a privilege and not a right. Each individual, as you know, must conform to certain standards established by QPTV for the good of the entire access community. Violation of QPTV's Rules and Procedures are a serious matter and offenders will be dealt with swiftly so that all other participants can enjoy the benefits of our very valuable and important Queens resources.

#### **Offenses against QPTV have been divided into two categories - MAJOR and MINOR<sup>2</sup>**

- B. The following are detailed MAJOR Offenses. A violation for a MAJOR Offense will result in immediate suspension of all QPTV privileges, and in some cases, a criminal prosecution.

#### **MAJOR OFFENSES INCLUDE:**

- 1. Unlawful or antagonistic behavior, fighting or creating a disturbance, abuse or harassment of QPTV staff, Users, Trainees, volunteers or visitors on the premises of QPTV. This includes making malicious, derogatory or false comments about QPTV staff, users, trainees or visitors.
- 2. Unauthorized possession of narcotics, weapons, ammunition or explosives, imbibing alcoholic beverages or the use of the same anywhere within the confines of QPTV's office space or production areas.
- 3. Gambling or bookmaking on the premises.

4. Smoking or igniting flame producing agents anywhere within QPTV's or Charter Communications's facilities and/or failure to observe fire safety rules.
5. Theft, misuse or vandalism of the property of QPTV including: failure to return equipment through intent, negligence or loss without reimbursement or the unauthorized removal of equipment from QPTV's facilities.
6. Use of QPTV equipment and facilities for any purpose not related to the production of programs for cablecast on the QPTV Public Access Channels.
7. Use of QPTV's facilities for commercial use.
8. Making false or misleading statements on any QPTV document, or providing false information in requesting use of QPTV's facilities.
9. 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, Time Warner Cable, Verizon FiOS, RCN or their facilities.
10. Use of equipment by non-certified personnel, non-certified trainees or probationary users.
11. Any technical reconfiguration of QPTV equipment or attempt at disassembly or repair of any QPTV equipment.
12. Willful disregard for QPTV Rules and Procedures.

A MAJOR VIOLATION does not require any written warning and will result in summary suspension from the use of equipment and facilities. Summary suspension shall be transmitted to the offending participant by written notice and also by certified mail (Return Receipt Requested) sent to that person at the last known address listed at the office of QPTV. Provided proof of the certified mailing is in the files of QPTV - refusal by a User to accept certified mail and/or to execute the return receipt for same shall nonetheless constitute sufficient notice to the offender of the imposition of the summary suspension. In addition, a person charged with a MAJOR VIOLATION shall not be granted any probationary period.



C. **MINOR Offenses** consist of the following infractions which may result in probationary sanctions.

1. Failure to return equipment on time.
2. Cancellation of a reservation without sufficient notice.
3. Late return of equipment without an authorized extension.
4. Return of functional but dirty equipment.
5. Unsafe or improper use of equipment.
6. Improper packaging of equipment for field production.
7. Reserving or checking out equipment for another QPTV Certified Community User unless otherwise specified and approved.
8. Drinking or eating in any restricted equipment areas of QPTV.
9. Failure to turn in a program for QPTV cablecasting.

**D. DISCIPLINARY ACTION:**

- I. A **MAJOR VIOLATION** results in immediate suspension from use of QPTV's equipment and facilities for not less than six months and not more than one year. More than one major violation can result in up to five years suspension. There are no written warnings or probationary periods in the case of Major Violations.
2. A **MINOR VIOLATION (Offense)** will result in the following actions:
  - a. For a first offense, in the case of a Minor Offense, the QPTV Certified Community User committing the offense will be given a verbal warning by the QPTV staff, and a written memorandum of this first offense placed in their file.
  - b. For the second offense, in the case of a Minor Offense, the QPTV Certified Community User will receive a written warning. One copy of this warning will be placed in their file, and another copy will be given to the President.
  - c. For the third offense, in the case of a Minor Offense, the QPTV Certified Community User will be placed on probation for a period of 90 days. Subsequent disciplinary action for a minor offense may result in a six month suspension and recertification may be required.



## **E. APPEALS**

*An appeal may be taken by a QPTV Certified Community User (“disciplined user”) from a disciplinary action where probation or suspension has been ordered (“disciplinary action”).*

- 1. The entire appeals process as set forth below shall be completed within thirty (30) days of the disciplinary action.**
- 2. Disciplined users may appeal such disciplinary action by submitting a written statement of appeal to the Chairman of the Board of QPTV within five (5) days of such disciplinary action.**
- 3. Said disciplined user’s appeal will be heard before an appeals committee of the QPTV board of directors chosen by the chairman for that appeal and shall consist of between three (3) to five (5) Board Members. The Chair of that Appeals Committee shall be designated by the Chairman of QPTV. The Appeals Committee shall set a hearing date within ten (10) days of the request for appeal. neither the chairman or president of QPTV shall be a member of the Appeals Committee.**
- 4. At least five (5) days prior to the appeals hearing the disciplined user shall be served with the allegations against him/her and any documents supporting said allegations together with information advising as to the time and date of the hearing.**
- 5. The Chair of the Appeals Committee shall preside at the hearing and the rules of evidence need not be followed, the proceedings will be audio recorded and upon the conclusion of the hearing a transcript shall be expeditiously made. A copy of the recording and the transcript shall be furnished to the disciplined user expeditiously.**
- 6. Any staff member or user who has made allegations against the disciplined user shall testify and upon completion of such testimony may be cross examined by the disciplined user and or the Appeals Committee.**
- 7. The disciplined user may thereafter testify and or present witnesses to support his/her contentions and may be cross examined by the staff member or user and/or by the Appeals Committee.**
- 8. Except in extraordinary circumstances (to be determined by the Appeals Committee Chair) the appeals hearing shall be completed in one session.**
- 9. The appeal shall be determined and decided upon by the Appeals Committee at the conclusion of the hearing and the determination sent to the disciplined user forthwith.**
- 10. The decision of the appeals committee shall be final.**
- 11. All restrictions resulting from a disciplinary action remain in effect during the appeals process.**

## **XXVI. RECORDS**

Access Channels will not be made available to any user who refuses to have their identity maintained in the records and available for inspection as required by law. All records required, shall be maintained for a period of two (2) years.

Any questions regarding QPTV's Rules and Procedures shall be submitted to the President in writing.



## **XXVII. QPTV FORMS #1-18**

**PROGRAM TRAFFICKING REPORT**

**QPTV PROGRAM SCHEDULE CALENDAR**

**QPTV TECHNICAL STANDARDS FOR IN/OUT OF HOUSE MATERIALS**

**FORM # 1 TRAINING APPLICATION FORM (Available only on registration day.)**

**FORM # 2 CHANNEL USER CONTRACT / STATEMENT OF COMPLIANCE**

**FORM # 3 CABLECAST APPLICATION**

**FORM # 4 ELECTRONIC FIELD PRODUCTION/EFP PROGRAM PLANNING OUTLINE**

**FORM # 4a EDITING PROGRAM PLANNING OUTLINE**

**FORM # 5 STUDIO PROGRAM PLANNING OUTLINE**

**FORM #5b STUDIO "B" PROGRAM PLANNING OUTLINE**

**FORM # 6 WORKSHOP AGREEMENT**

**FORM # 7 QPTV EQUIPMENT CHECK-OUT LIST**

**FORM # 8 PROGRAM PARTICIPATION RELEASE (TALENT RELEASE)**

**FORM # 9 QPTV PROGRAM LOG**

**FORM # 10 BULLETIN BOARD REQUEST FORM**

**FORM # 11 MINOR CONSENT FORM**

**FORM # 12 CABLECAST SERIES REQUEST FORMS**

**FORM # 13 QPTV FACILITATING SPECIAL SERVICES (PROGRAM PROPOSAL)**

**FORM # 14 QPTV FACILITATING SERVICES COMPLIANCE FORM**

**FORM # 15 QPTV FACILITATING AGREEMENT**

**FORM # 16 QPTV EQUIPMENT TROUBLE REPORT**

**FORM # 17 PRODUCTION DEPARTMENT - DUB REQUEST FORM**

**FORM # 18 LOTTERY CABLECAST APPLICATION**

**Rev. 5/17**

## **Channel User's Contract & Statement of Compliance (Form #2)**

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 Channels 34, 35, 56, and 57 on Charter Cable, 82, 83, 84, and 85 on RCN and 33, 34, 35, 36, 37, 38 on VerizonFiOS.
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, judgements, damages, costs and other liabilities, including reasonable attorneys fees arising out of the cablecasting on the Channels of QPTV including, but not limited to; (a) any claims in the nature of libel, slander; (b) any claims that the Channel User's material violates or infringes upon the rights, trade of any person, corporation, person or other entity; (c) unauthorized use of copyright material; (d) 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 recorded 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 that 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 copyright 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.
9. QPTV Users must provide their own removable storage device for their edited masters.
10. QPTV's responsibility for loss or damage to Channel User's recording while in QPTV's possession, is limited to the replacement of tape in the equal physical amount as furnished by the Channel User to QPTV.
11. It is agreed by the QPTV User that in the event ownership or rights of any program produced by the QPTV Community User 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.
12. It is further agreed that should a non-QPTV User dispute ownership of any program, QPTV shall not cablecast the program until resolution of the dispute.
13. I agree that QPTV has the authority to show and/or give a copy of my program to any municipal, state or federal government agency requesting same, so long as said program remains in the archives of QPTV.
14. 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.
15. 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 Charter Communications or its facilities.

16. 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.
17. 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.
18. 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.



## **QPTV TECHNICAL STANDARDS FOR IN/OUT OF HOUSE MATERIALS**

1. The formats accepted by QPTV are: MPEG 2 (420); Quicktime AVI 422; MP4 264 AVC and .WMV. The length of a cablecast in actual on air program minutes should not be more than 28:30 or 58:30.
2. Programs should have no more than twenty (20) seconds of *video black at program start. Additionally, use video black following end of program (closing credits) to end of videotape.*
3. *Audio must be mixed on both audio tracks (one and two).*
4. A signal (Time Code) must begin within the first ten seconds of the physical beginning of the videotape and must be continuous throughout, that is, “header” through “run out.”
5. Active video must adhere to industry standards for digital video cablecast.
6. Videotape shall contain no physical splices or tape damage.
7. Tape must be of good quality, with no damage or excessive loss of signal.
8. Tape must be properly labeled and slated: Program Title; Program Length (in minutes & seconds for example 28:30 or 58:30); Name of Producer; Owner or organization; Production Date. The videotape must have assurance of all audio track identification and/or mix.
9. Improper labeling can result in lost tapes. If the cassettes are not properly labeled, they will not be processed into the QPTV Library System.
10. Programs must be submitted to the Trafficking Department with sufficient advance time for processing into the system and scheduling (at least five days in advance).
11. Along with a completed Cablecast Submission Application (Form #3), each program must be accompanied by a QPTV Channels Users Contract and Statement of Compliance (form #2). Only one copy of each form is needed for a Series (52 weeks) program. Programs that are not part of a series (Special) must always be accompanied by both Form #2 and Form #3 for each cassette.

Revised 5/17