



## PROGRAM PRESENTER AGREEMENT

1. I \_\_\_\_\_, (“Presenter”) of the Program titled:

\_\_\_\_\_  
 (“Program”), accept full responsibility for program content submitted for cablecast on OSM 16, Public Access Channel 16 of Time Warner, Inc. (“Operator”). Presenter submits the Program on behalf of or as a representative of \_\_\_\_\_ (“Organization”). Presenter, individually or on behalf of the Organization listed above, hereby agree to indemnify and hold harmless Time Warner and its successors; the Operator, Open Stage Media (OSM); the City of Schenectady; the Town of, Niskayuna and The City Of Schenectady; and its partners, affiliates, officers, directors, employees and agents from and against liability, damage and expenses (including legal fees) arising out of any and all claims incurred as a result of cablecasting the program.

2. Presenter agrees to abide by all applicable terms of the OSM “Content Restrictions”. Presenter further warrants and represents that the program does not contain: a. Commercial programming b. Obscene material

c. Gambling d. Commercial solicitation of funds or other property of value from viewers e. A lottery or raffle involving prizes awarded in whole or in part by chance f. Advertising to promote the sale of commercial products or services (including advertising by or on behalf of a political candidate) g. Misrepresentation intended to defraud the viewer or designed to obtain money by false or fraudulent purposes h. Any illegalities, including libel, slander, defamation or invasion of privacy i. Promotion of an illegal activity j. Any unlawful use of copyrighted; trademarked; trade named or service marked material

3. Presenter agrees to make all appropriate arrangements with, and to obtain all copyright and other clearances and rights from, broadcast stations, networks, sponsors, music licensing organizations, performers’ representatives, program owners, program syndicators, and any and all other persons or entities as may be necessary to lawfully transmit the Program.

4. Presenter agrees that Operator assumes no risk and makes no guarantee, express or implied, regarding the safety of DVD’s or other materials in Operator’s possession. Presenter hereby releases and agrees to indemnify and hold harmless Operator, its employees and agents from responsibility in the Program (and/or any related tapes or other materials) if damaged, lost or stolen while in Operator’s custody.

6. Presenter acknowledges that Operator shall not be liable to me for failure of Operator to cablecast the Program as scheduled, whether because of the breakdown of equipment or any other reason. Presenter acknowledges that my only remedy upon Operator’s failure is that the program may be cablecast at another time.

7. Presenter understands that Operator is relying upon this Agreement and the representations contained in this agreement in permitting the Program to be transmitted on the Access Channel.

8. Presenter understands that information regarding the submission or production of programming, including my name and address, may be made available to the public upon request.

9. Presenter agrees to grant OSM 16 the right to use segments from programs submitted for cablecast for promotional or other purposes unless specifically denied in writing.

10. Presenter agrees that, in addition to all remedies and indemnification's specified in this Agreement, the Operator may prohibit my further use of Access Channel should Presenter violate any term of this agreement.

11. Presenter understands that any tangible media submitted will not be returned and will become the property of Open Stage Media.(so please no master copies please)

12. Presenter must have an accurate run time clearly labeled on the DVD or DVD sleeve or case. Run time will not include countdown or blank slates before or after show.

13. Presenter understands that by signing agreement the producer is allowing public access to email, phone number and address to whomever requests it.

## **CONTENT RESTRICTIONS**

Open Stage Media (OSM) is not to be considered a censor of any program material. OSM'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 OSM 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.

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.

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 OSM's attention, OSM shall take such steps as are necessary to comply with FCC regulations and applicable City, State and Federal laws.

Does the program have a disclaimer indicating the views expressed are not necessarily those of OSM's? \_\_\_\_\_ Does the program identify either the producer or copyright owner? \_\_\_\_\_

Does the program contain adult content? \_\_\_\_\_

If so, does the program contain a warning advising viewer discretion? \_\_\_\_\_

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Name of individual responsible for the program

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street address

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city    state    zip code

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telephone number      E-Mail address

I, the Presenter have read and understand the OSM 16 Program Presenter Agreement and agree to abide by its terms:

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signature

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date