

## **PUBLIC ACCESS REGULATIONS**

### **DEFINITIONS**

**Producer:** One who is a resident of Woodstock and has signed a Producer Agreement. **Exemption:** Non-residents who have produced and signed the Dispatch and Studio Logs on a consistent basis prior to January 1, 2000, who have signed Producer Agreements, and who have used the studio and its equipment in a responsible manner. There can be more than one Producer for a single scheduled studio use.

**Studio Technician:** One who has demonstrated to the satisfaction of the Town his or her proficiency in the operation of studio equipment. Residency is not a requirement. Technicians may charge Producer(s) for their services.

### **Producer Privileges**

Producers may schedule regular studio use of up to one hour between the hours of 7:00 am and midnight.

Between the hours of 7:00 am and 6:00 pm scheduled use may exceed one hour. This may be limited if use requests exceed available time.

Upon a written request by a Producer to the Woodstock Town Supervisor, or an agent designated by the Woodstock Town Board, time will be scheduled for studio use, subject to provisions below. The request must be for a specific time, which shall be scheduled if available.

### **Procedure:**

Once the Town has received the written request for studio use from a Producer, and has ascertained that the Producer meets the residency requirement, and that the Producer has furnished a valid address where he or she may be contacted, and that the Producer has not previously abused his or her studio privileges, and that the Producer is either a resident Studio Technician or that a Studio Technician shall be present during the Producer's scheduled use of the studio, and that the time requested is available, the Town

shall enter the Producer's name and scheduled time into the Dispatch Log.

Producer may pick up the key to the studio fifteen minutes prior to his or her scheduled use of the studio. **Dispatch will not issue a key to anyone other than the Producer, nor shall Dispatch issue a key until all pertinent information and Producer signature is entered into the Dispatch log.**

Upon arrival at the studio, Producer shall enter into the Studio Log all pertinent information, including time in and signature. Upon departure, Producer shall enter time out and signature.

Producer shall return key to Dispatch prior to or within thirty minutes after his or her scheduled use of the studio. For instance, if time is scheduled from 6:00 to 7:00 pm, key may be picked up at Dispatch no sooner than 5:30 pm, and must be returned no later than 7:30. Only the Producer shall be held responsible if the key is not returned in this timely manner.

If a Producer fails to sign both the Dispatch Log and the Studio Log for three consecutive regularly scheduled studio uses, he or she shall be removed from the regular schedule, and the time offered on a first come first served basis to other qualified Producers. A Producer removed from the regular schedule has the right at any time to submit a new application for scheduled studio use.

#### **Provisions:**

For so long as a Producer uses the studio and equipment for the purposes intended, obeys the studio rules posted, does not violate the terms of the Producer Agreement, updates when necessary the Producer Agreement, reports any change of address, maintains his or her residency (unless exempted) in the Town of Woodstock, and has returned the studio key no longer than thirty minutes after his or her scheduled time, the Town shall be satisfied.

Producers found guilty in a court of law of using the Woodstock Public Access for libel and/or slander shall be denied Producer privileges.

The Town reserves the right to 'safe harbor' obscene programming. The Town reserves the right to preempt any programming for governmental purposes such as important meetings or declared emergencies.

A producer who fails to return the access studio key to Woodstock Dispatch so as to cause new locks to be installed and new keys to be issued shall owe the Town the sum of \$125.00 toward the cost of replacing the lock and keys. The producer's studio privileges shall be suspended until such time he remits \$125.00 to the Town of Woodstock.

The Town reserves the right to prohibit individuals from entering the studio who have been found guilty of theft or damage of Town property, or of causing harm or danger to persons on Town property.

The Producer is entirely responsible for securing written releases prior to use of copyrighted material.

All Producers shall obey all applicable Federal and State laws and regulations as they pertain to Public Access.

A producer who fails to return the access studio key to Woodstock Dispatch so as to cause new locks to be installed and new keys to be issued shall owe the Town the sum of \$125.00 toward the cost of replacing the lock and keys. The producer's studio privileges shall be suspended until such time he remits \$125.00 to the Town of Woodstock.