

**WOODSTOCK PUBLIC ACCESS PRODUCERS AGREEMENT**

Applicant affirms that he/she understands the rules governing the use of the access channel, and agrees to abide by all the applicable provisions contained herein:

a. Applicant assumes all responsibility as producer and/or originator or any of Applicant's programming carried on the channel.

b. Applicant releases and forever discharges the Operator, Operator's officers, directors or employees, and Operator's successors and assignees, of and from any liability loss, claim, cost or damage of any nature whatsoever which Applicant ever had, or may have at any time against Operator on account of or arising out of Applicant's appearance on or use of the Operator's cable casting facilities.

c. Without limiting the generality of the foregoing, Applicant further indemnifies and holds harmless Operator, Operator's officers, directors, or employees from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material transmitted and/or disseminated by Applicant violates or infringes upon any right, trademark, copyright, patent, other entity, or that said material constitutes libel, slander, or obscene or indecent material. Applicant warrants that it has all necessary rights and clearances to transmit over Operator's facilities all of Applicant's program materials.

d. Applicant agrees to defend all actions to which any foregoing indemnity applies and to conduct the defense thereof at its own expense and by its own counsel. Operator will have the right to participate in such defense by its own counsel at Applicant's expense and Applicant agrees that it will cause its counsel to cooperate with the Operator in such instances.

e. Operator shall not be held responsible for imperfections in production quality attributable to inherent limitations in Operator's facilities.

**CHANNELS OPEN TO PUBLIC:** The Town agrees to keep the public access channel(s) open to all Woodstock resident users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Town, nor Time Warner

Cable, shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. However, the Town establishes the following guidelines for

identifying and scheduling adult and offensive programming and defines late night cablecast time slots as after 10:00 pm and before 6:00 am for same. Adult and offensive programming are identified within the following guidelines;

A) Language

Language which refers to sexual intercourse, masturbation, anal sex, oral sex, sexual contact, human genitalia and or human excretory functions.

B) Acts and Depictions

a) Male or female nudity

Visual depictions of full or partial nudity.

b) Sexual acts and depictions

Sexual acts or the depiction or simulation of sexual acts involving contact between people that can be seen and or heard and any depiction of activities that appeals to prurient interest.

c) Violent acts and depictions

- i. Extreme acts of violence against people.
- ii. Graphic depiction of violent acts against people.
- iii. Images or sounds of violent human or animal mutilation, torture or death.

**Additional Producer Information:**

You must be certified before using the studio, or you may engage a certified Studio Technician.

I am a qualified producer with privileges to the Woodstock Public access channel. I have read the above producer agreement carefully. I accept that failure to answer this Producer Agreement accurately may result in suspension of my Producer privileges.

Producer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Producer's Legal Residence: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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