5 S. Bryn Mawr Ave. • Bryn Mawr PA 19010 <u>www.mainlinetv.org</u> COMCAST 99 / VERIZON 34 610.520.7288 info@mainlinetv.org

PRODUCER STATEMENT OF COMPLIANCE

- I have read, am thoroughly familiar with, and agree to comply with the Main Line Television "MLTV" Rules and Procedures. I acknowledge that the Rules and Procedures may be amended from time to time by MLTV. All such amendments shall be posted at the MLTV office. I agree that my use of MLTV facilities or resources shall constitute my acceptance and agreement to comply with all of the Rules and Procedures, including any amendments adopted by MLTV as of the date of such use.
- 2. Program material that I will record and or submit for cablecast will not contain:
 - 2.1. Material primarily designed to promote the sale of commercial products or services.
 - 2.2. The solicitation or appeal for funds for any purpose (unless specifically authorized by MLTV).
 - 2.3. Material that constitutes or promotes any lottery or gambling enterprise.
 - 2.4. Obscene material, which is defined by the U.S. Supreme Court in Miller V California, 413 U. S. 15,24 (1974): "A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, scientific value." MLTV (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
 - 2.5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
 - 2.6. "Hate speech" or "fighting words, "which are defined by the U.S. Supreme Court as "those which by their very utterance inflict injury or tend to incite an immediate breach of the peace."
- 3. I certify that I meet the user eligibility criteria set forth in part IV of the MLTV Rules and Procedures.
- 4. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.
- 5. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of any material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by MLTV.
- 6. I agree to grant to MLTV non-exclusive unlimited rights to cablecast any program I submit. MLTV may retain media I submit or copies thereof. I understand that MLTV is not responsible for loss of or damage to any such media I submit.
- 7. I agree to identify, defend and hold harmless Main Line Television, Comcast, Verizon, the Lower Merion Township, Narberth Borough, and their respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with these Rules and Procedures, any applicable laws, rules, regulations, or other requirements, of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of MLTV channel space, facilities, equipment, or other resources.
- 8. I acknowledge that MLTV has strongly encouraged me to obtain a homeowner's or renter's insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of MLTV channel space, facilities, equipment, or other resources.
- 9. I agree that I shall not represent myself or any other person involved in public access programming activities as an employee, representative, or agent of MLTV.

- 10. In my use of MLTV channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.
- 11. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.
- 12. I have read and understand the Rules as relating to the use of MLTV channel space, facilities, or equipment set forth in Sections V of the Rules. I understand that programming produced using MLTV equipment or facilities must be cablecast at least once on a channel managed by MLTV.
- 13. I understand that if any program created using MLTV facilities is sold or distributed for money, MLTV must be reimbursed for equipment rental and usage. I will notify MLTV of my intent to distribute such program or enter into a sales or distribution agreement, and will either offer a percentage to MLTV or a deferred rental payment.
- 14. I understand that false or misleading statements made in this Statement of Compliance or in the MLTV Program Submission Form are grounds for forfeiture of the right to use MLTV channel space, facilities, and equipment.
- 15. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal agent exists between myself and MLTV.
- 16. Any Waiver of any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.
- 17. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs incurred in connection therewith.
- 18. This Statement of Compliance is non-transferable.
- 19. Creative Commons licensing is required for all programming. Please visit their website creativecommons.org to choose the appropriate licensing for your video.

Applicant's Name	Phone Number	
Street Address	City, State, Zip Code	_
Organization	Phone Number	
Lower Merion/Narberth-based Organization (N	Must be indicated by Applicant who is not a Township/Borough resident.)	
	Date	
Signature of MLTV Representative	Date	
	he above Applicant ,, a ree to assume legal responsibility for his/her activities referred to in this	minor
Signature of Applicant's Parent or Guardian _	Date	
Phone Number of Parent or Guardian (if differ	rent)	
Address of Parent or Guardian (if different) _		
City, State, Zip Code		