

Saugerties Lighthouse TV23 Program Agreement Form

**Saugerties Lighthouse TV23
4 High Street
Saugerties, NY 12477
845-246-2800 x341**

PROGRAM AGREEMENT Revised 7/29/2007

1. Channel User (hereafter referred to as "User") assumes all responsibility as producer, originator, author, or distributor of any of the User's programming carried Saugerties Lighthouse TV23, the public access channel of Saugerties, NY (hereafter TV23). User agrees to indemnify, hold harmless, and defend TV23 and each of its officers, employees, agents and representatives (the "Indemnified Persons") from any claim, liability, loss or damage of any nature whatsoever including, without limitation, reasonable attorney's fees and court costs arising out of, or otherwise in connection with any material supplied by the User in connection with their utilization of TV23.
2. Without limiting the generality of the foregoing, User further agrees to indemnify, hold harmless, and defend the Indemnified Persons from any claims, liability, loss or damage of any nature whatsoever, including reasonable attorney's fees and court costs, arising out of or in connection with any material carried on, transmitted or disseminated by the User on the public access channel in violation of or infringement upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer, person, corporation, partnership or legal entity, or by reason that said material constitutes libel or slander.
3. User agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its own expense and by its own counsel. TV23 shall have the right to participate in such defense with counsel selected by it at the User's expense and User agrees that it will cause its counsel to cooperate with TV23 and its counsel.
4. User individually and, if applicable, on behalf of all members of the organization of which the User is a member hereby releases TV23 and its successors and assigns from any action, claim, and demand whatsoever which the User or its organization ever had, has, and may have against TV23, the other Indemnified Persons and their respective successors and assigns, in connection with programming of material carried on the public access channel including without limiting the generality of the foregoing any mistakes, omissions, or interruptions in the cablecast of User's material, any changes in scheduling User's material or failure to cablecast such material.
5. User releases TV23, its committee members and officers, agents, employees, and representatives and their respective successors and assigns from all liability if the program or material submitted is damaged, lost, or stolen while in their custody except in the case of gross negligence on the part of TV23 resulting in damage or loss of submitted tapes. In such cases of gross negligence, liability will be limited to the cost of replacing a blank videotape in exchange for tapes submitted for cablecast. TV23 will not be liable for and will be held harmless with respect to any and all damages, consequential or otherwise, including without limitation the cost of producing the tape as well as any other related expenses.
6. User warrants and represents that the program(s) that User will be submitting does not contain:
 - a) solicitation, advertising, bartering, or promotion of commercial products, services or transactions;
 - b) material that is slanderous, libelous, an invasion of privacy or made unlawfully;
 - c) material that is obscene; (Obscenity is defined as material that the average person, applying contemporary community standards, would find that, considered as a whole, its predominant appeal is to the prurient interest in sex and it depicts or

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describes in a patently offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value. Predominate appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience.)

- d) material concerning lottery information, gift enterprise, or similar scheme;
 - e) unlawful use of material requiring union residual, or other payment including but not limited to the talent and crew;
 - f) unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.
7. User further warrants and represents that submitted material does not violate the provisions or rules and prohibitions set forth by the FCC, the Town or Village of Saugerties, NY, or any public regulatory agency established by statute, administrative rule or other agreement.
8. TV23 wants to provide a means of notifying parents or guardians when programming appears on the access channel that may be inappropriate for children. TV23 also wants to assist people in making informed viewing decisions while providing an opportunity for all forms of expression without censorship and in accord with existing laws. Programs that are not obscene, but do contain repeated vulgar language, nudity, extreme physical violence, extreme degradation, graphic depiction of invasive medical procedures or indecent material will be preceded by a message advising viewer discretion and will be scheduled between the hours of 12:00 a.m. and 6:00 a.m. Indecent material is defined as material that describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards. User shall be responsible for notifying TV23 if their program contains material requiring an advisory message.

It is a violation of TV23 policy to submit for cablecast programming that is obscene or otherwise unlawful.

Notification of air dates and times will be via listings that are planned each week to be posted in the Saugerties Times and Saugerties Post Star weekly newspapers and via the following Web address:

<http://village.saugerties.ny.us/tv23>

I hereby certify that I have read this service agreement, and that any and all programs that I will submit comply with the guidelines in this agreement.

A signed Program Agreement form must be on file at Town Hall and dated for a given calendar year for any program submissions to be accepted from that producer in that given calendar year.

User signature (required) Parent or guardian signature required, if a minor is submitting content.

Date