



**CITY OF CORVALLIS
CORVALLIS COMMUNITY TELEVISION
CHANNEL 29 PUBLIC ACCESS PROGRAM CONTRACT**

Program Name: _____

Person Submitting Program: _____

Local Address: _____

Phone: _____ E-Mail: _____

Format (circle one) S-VHS VHS DVD DVCAM mini-DV

Program locally produced? Yes No

Instructions and Requirements for Program Submission:

1. Program must be accompanied by a City of Corvallis (City), Corvallis Community Access Television (CCAT) Channel 29, Public Access Program Contract signed by the sponsor and delivered no later than two weeks (but not more than 30 days) prior to first desired cablecast date. Each program or bulletin board item aired on the Public Access channel must be sponsored by someone who either lives or works within the city limits. The sponsor does not have to be the same person who created or produced the programming, but will be the person held responsible for complying with the City's Public Access rules.
2. A sponsor may submit multiple programs to be cablecast within the same calendar year, provided no more than five programs are submitted at any one time. Each program shall be consistent with the terms and conditions of this agreement and the rules and procedures referenced herein.
3. Programs must meet or exceed technical requirements of the City, be enclosed in a case with proper label on Media and case, including program run-time, and preferred beginning and ending cablecast dates and times.
4. Program must comply with all rules and procedures of CCAT Channel 29 and the City, as outlined in the Operating Rules and Procedures document.
5. The City will insert a disclaimer at the beginning of each program stating:

THE VIEWS AND COMMENTS EXPRESSED ON THIS PROGRAM ARE THOSE OF THE PRODUCERS OF THIS PROGRAM AND NOT THOSE OF CCAT CHANNEL 29 OR THE CITY OF CORVALLIS.

Objectionable Material

1. If the program contains any of the material outlined in Section 7 of the CCAT Channel 29 Operating Rules and Procedures, the sponsor will notify the City, so that the program will be scheduled between the hours of 11 p.m. and 5 a.m. The sponsor will provide a 15-second, easily readable, viewer advisory immediately prior to the beginning of the program (if the program is longer than 30 minutes the same viewer warning must be shown for a minimum of 15 seconds immediately following the first 30 minutes of program content and for each 30 minute block of programming thereafter) stating:

THE FOLLOWING PROGRAM CONTAINS MATERIAL WHICH MAY BE OFFENSIVE TO SOME VIEWERS OR INAPPROPRIATE FOR VIEWING BY CHILDREN AND YOUNG PEOPLE. VIEWER DISCRETION IS ADVISED. THE CONTENT OF THIS PROGRAM IS SOLELY THE RESPONSIBILITY OF (insert sponsor name) AND NOT THAT OF CCAT CHANNEL 29 OR THE CITY OF CORVALLIS.

2. The program must not violate ORS Section 163.665 to 163.690, ORS Section 167.060 to 167.095, or any other section of Oregon state law relating to obscenity.
3. In the event the City receives a complaint which indicates the program contract has been violated, programming playback shall be postponed until the City can verify contract compliance. The City will review each complaint in accordance with Complaint Procedures on file at the City.

I, the undersigned, understand that if the above program submitted by me contains any content described below, it is not authorized by the City of Corvallis and I may be subject to civil suit or criminal prosecution. I understand and agree that I am personally responsible for the content and must hold the City of Corvallis harmless from any responsibility for the broadcast of the content. The following types of content are specifically not authorized by the City of Corvallis:

1. Any advertising material designed to promote the sale of commercial products or services.
2. Any advertisement of, or information concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part on chance.
3. Any unauthorized copyrighted material.
4. Any obscene or indecent material.
5. Any material that defames any racial, ethnic, gender, sexual orientation, age, disabled, source of income, or religious group or any individual member of such group.
6. Any advocating of violence, or words which are designed to invoke violence.
7. Any slanderous or libelous materials.
8. Any deliberate misinformation which may result in harm to any individuals or groups.
9. Any noncompliance with applicable federal, State and local laws and regulations.
10. Any material that promotes an appeal for funds inconsistent with CCAT Channel 29 Operating Rules and Procedures.

I understand that pursuant to applicable federal law (47 U.S.C. §559) whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be subject to a fine of up to \$10,000 or imprisonment of up to two years, or both, and that public access programming may not be used for criminal activity or other illegal purpose, or otherwise in any manner which violates any local, State or federal law. I agree that if there is a complaint that the material in my broadcast violates a criminal law, the City will notify the appropriate law enforcement agency and suspend any further broadcast of my program(s) until the law enforcement agency resolves whether the material is criminal in nature.

I agree to indemnify and save harmless the City of Corvallis and any of their employees, officers, agents, etc., from any and all claims, demands, damages, or other liabilities which may be made against or arise out of the cablecast of the program submitted.

These warranties and representations are made by me in order that this program be cablecast free of charge on the City public access channel. I accept full responsibility for the content of this program, and further warrant that I have the authority, as local sponsor, to submit this program for cablecast. I also understand that this program contract is subject to the Oregon Public Records Law and may be released as a public document.

This contract is valid until changes to the public access channel regulations require a new contract.

Signature _____ Print Name _____

Date _____ Organization _____

Signature Parent/Guardian if under 18 _____

Telephone Number of Parent/Guardian _____