



# Producer Annual Agreement Programming Liability Release

**This document must be completed, clearly and in full, and submitted ANNUALLY with the first program for each new membership period, this includes renewals, or programs will not be aired.**

**PLEASE PRINT CLEARLY IN INK**

Membership Period: FROM: :\_\_\_\_/\_\_\_\_/\_\_\_\_ TO:\_\_\_\_/\_\_\_\_/\_\_\_\_

This is a legally binding contract. All program suppliers who request time on TVCTV channel(s) MUST PROVIDE COMPLETE AND ACCURATE INFORMATION as required by this contract. TVCTV reserves the right to remove any programming from our schedule if this contract and/or any "Programming Submission Forms" are falsified in any manner. Persons requesting time on TVCTV channel(s) must agree to abide by all TVCTV Operating Policies and Procedures and follow staff instructions. Violation of any TVCTV policies may lead to suspension of producer privileges.

**PRODUCER CONTACT INFORMATION:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Producer #: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Producers are required to provide a telephone number where comments/messages can be received regarding their program(s)

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell \_\_\_\_\_

Please direct inquiries about my program(s) to:  
 Day Phone  Evening Phone  Cell Phone  Email: \_\_\_\_\_

**SCHEDULEING INFORMATION:**

TVCTV will schedule all programming consistent with TVCTV Polices and Procedures at least one time. Repeats may be requested; however **we cannot guarantee that all requests will be accommodated**. TVCTV reserves the right to repeat programs more than one time, unless expressly forbidden to do so by the producer. Locally produced programming will be given priority over imported programming. Programming which contains material unsuitable for children, including but not limited to graphic violence, profanity, adult language nudity and/or strong sexual content will be scheduled between 12:00:00 AM and 5:00 AM. Please allow 2-3 weeks after program submissions dates for the program to be scheduled for airing.

**CONTENT GUIDELINES:**

**Programming that contains ANY of the above mentioned content listed in the "Scheduling Information" section above, MUST be submitted on the colored LATE NIGHT Programming Submission Forms.** This ensures that TVCTV remain in accordance with our service contracts with Boise City. TVCTV is required to preview such programs to determine appropriate air times and scheduling.

**REUSE PERMISSION**

Submitted programs are available for web casting or cable casting on other public access stations, viewer requests or used for TVCTV publicity purposes UNLESS OTHERWISE SPECIFIED by checking this box  **NO**



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The United States Supreme Court in 1974 under Miller vs. California, 413 US 15, 24 defines obscenity as: "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, or scientific value. To be considered obscene all three criteria must be met, **Prurient** is defined as: Marked by, arousing, or appealing to unusual sexual desire. **Patently** is described as: Readily visible or intelligible; obvious"

1. OBSCENE PROGRAMMING IS NOT ALLOWED ON TVCTV CHANNELS.
2. Some material, such as ADULT SITUATION, profane language, nudity, excessive violence, or graphic depiction of surgical procedures may be unsuitable for viewing by children.

**UNDERWRITING:**

TVCTV policies permit producers to include an underwriting credit or donor(s)/supporter(s) acknowledgment at the beginning and /or end of each program. However, an underwriting fee must be paid to TVCTV in advance of the program's airing. See TVCTV Policies and Procedures for further explanation.

If your program has an underwriter(s) you must indicate so on the "Programming Submission Form".

**PROGRAMMING LIABILITY AND INDEMNIFICATION AGREEMENT:**

Residents of the Treasure Valley may submit programs to be cablecast by TVCTV. Imported programs must be submitted by a Resident or Non-Resident TVCTV Producer or Associate Producer. By signing this contract you are indicating that you have read, understand and agree with TVCTV Policies and Procedures, particularly Chapter 2 Section (1) "Scheduling Priorities & Pre-emption." TVCTV reserves the right to reschedule or remove any programming which it determines is in violation of TVCTV policies or the provisions of this contract.

Producers have the right to appeal re-scheduling, removing or pre-emptions pursuant to TVCTV policies.

I, understand that by signing this contract, I am assuming FULL responsibility and will be held legally accountable for the content of programs I submit for scheduling on TVCTV channels, and as such my be subject to prosecution for program content that violates any local, state, or federal law. I have read and agree to abide by all TVCTV policies regarding use of TVCTV channels and facilities. I agree to indemnify and hold harmless Treasure Valley Community Television (TVCTV), CableOne Inc., and all governments having cable franchise or service agreements with the foregoing, and all their respective staffs and governing boards, from any liability, loss or damage, including reasonable attorney's fees and court costs, caused by any claim of legal action arising out of the cablecast of programming submitted by me. I agree to receive appropriate releases for any copyrighted material I use in my program(s). I have the authority to submit programs as the producer or as the authorized agent of the sponsoring non-profit organization.

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Producer Signature Date

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Parent/Guardian Signature *(required for producers under 18 years of age)* Date