



Newington Community Television
131 Cedar Street
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COMPLIANCE AGREEMENT

THIS AGREEMENT made and concluded this ___ day of _____, 20___, by and between **Newington Community Television, Inc.**, a Connecticut nonstock corporation having its office at 131 Cedar Street, Newington, Connecticut, 06111, hereinafter referred to as NCTV and the undersigned Applicant,

WITNESSETH:

WHEREAS, NCTV is a nonprofit, tax exempt corporation organized for the purposes of producing and/or telecasting and/or assisting Newington residents and/or civic groups in producing and/or telecasting community access programming of interest to the residents of Newington, Connecticut, on television channels provided by Cox Communications or on such other television channels, as NCTV may select, or displaying such programming on such other media outlets, as NCTV may in its sole discretion choose to employ; and

WHEREAS, the Applicant has requested or will request NCTV to assist in its production and/or telecasting, transmitting or displaying of such programming;

NOW THEREFORE, in consideration of NCTV's willingness to provide the assistance, which has been or will be more specifically described in applications, which have been or will be entered into between the parties, it is hereby stipulated that, in the performance of the Applicant's activities pursuant to the terms of such applications, the Applicant shall in all respects comply with and conform to the regulations and warranties hereinafter set forth, and that such compliance shall be construed as a material consideration for the acceptance and approval of any such applications by NCTV and for its cooperation and assistance, as detailed therein. It is further agreed that the failure of the Applicant to comply with said regulations and warranties shall be grounds for the termination and/or revocation of said application(s) and the Applicant shall thereupon be held responsible for any losses sustained by NCTV, as a result of such noncompliance, including court costs and attorney's fees.

REGULATIONS AND WARRANTIES FOR PUBLIC ACCESS USAGE

1. **Deadlines for Applications.** Applications for the off-premises use of NCTV equipment must be submitted to a member of the Executive Board not less than ten (10) days prior to the date requested for pick-up. Applications for airtime and/or studio facilities must be submitted to a member of the Executive Board not less than twenty (20) days prior to the requested telecast or production date.

2. **Right to Product.** NCTV shall have the absolute right, without charge, to obtain and keep in its archives a telecast-quality copy of any video material produced through the use of NCTV equipment or studio facilities, together with the right, without charge, to air, telecast, transmit, publish and otherwise distribute the same, without limitation, over such channels and other available media transmission systems at such times and in such manner, or otherwise distribute, means, media, and formats, and at such times as it may choose.
3. **Submission of Videos & Scripts.** NCTV shall have the right to preview pre-recorded videos and, as a condition to telecasting the same, may require such videos and scripts for such material, if available, to be submitted for preview five (5) days prior to requested airtime. As a condition to the use of studio facilities, NCTV may require outlines or scripts of proposed programming to be submitted ten (10) days prior to the requested production dates.
4. **Copyrights, etc.** The Applicant warrants that he has obtained all legally necessary rights and clearances for copyrighted material and permission to transmit the same over the cable system; that the proposed programming does not violate any trademark, patent, literary or dramatic rights, rights of privacy or laws prohibiting libel and/or slander; that such telecast does not involve any lottery (as defined by FCC rules) and does not contain any lewd, indecent or obscene material or any commercial advertising material.
5. **Description & Responsibility of Producer.** An Applicant for the use of NCTV studio facilities shall designate the Producer of such production and such Producer, in addition to the responsibility customarily implicit in such designation, shall be responsible for safeguarding NCTV equipment and facilities and for compliance with these regulations. NCTV may, at the option of the Applicant, be designated as co-producer and, as such, shall be entitled to exercise the authority implicit in such designation, including editorial rights and determination of program format and content.
6. **Personnel & Control of Studio.** The Applicant shall provide all personnel required for the production, which personnel shall be trained for use of the equipment to be used in such production. Studio facilities shall at all times remain solely under the authority and control of NCTV's agents and/or representatives.
7. **Scheduling of Airtime & Studio Use.** NCTV reserves the absolute and final authority, in its sole discretion, to schedule airtime and studio use. NCTV, however, will employ every reasonable effort to accommodate the preferences of the Applicant.
8. **Commercial Use of Material.** Any use of NCTV equipment or facilities shall be directly related to public and/or community access functions and the material produced shall not be utilized for commercial purposes without prior consultation with Cox Communications and executing an express prior written agreement with NCTV authorizing such commercial use. Such agreement may provide for the sharing of profits realized from such commercial use.
9. **Credits.** Any programming produced through the use of NCTV equipment or facilities shall, upon request, display appropriate credits in favor of NCTV.
10. **Right to Reject.** NCTV reserves the right, in its sole and absolute discretion, to reject any programming material submitted for telecasting.
11. **Transmission Limitations.** Programming must be submitted in a format which conforms to the technical standards for broadcast. See NCTV staff for which conforms to the technical standards for broadcast. See NCTV staff for updated descriptions of our

current requirements. For any programming submitted in a format which requires converting prior to telecasting, this converting must either be done by the Applicant or at the Applicant's expense.

12. **Financial Responsibility.** The Applicant shall be solely responsible for all costs and expenses related to the proposed production. Authorization to use NCTV equipment or studio facilities shall not be construed to create any liability on the part of NCTV, its officers, members or agents.
13. **Return & Repair of Equipment.** The Applicant agrees to properly care for, maintain and punctually return all equipment loaned by NCTV. Such equipment shall be used solely for the purposes for which it was designed, in accordance with manufacturer's recommendations, and by technically qualified operators. The Applicant shall be fully responsible for any loss or damage caused by negligence or by violation of these regulations. In the event of loss or damage, the Applicant shall immediately file a written report on a form to be provided by NCTV.
14. **Disclaimers.** NCTV reserves the right, in its sole and absolute discretion to display appropriate disclaimers with respect to any programming which may contain adult material or which may otherwise be construed as objectionable, offensive, critical, opinionated or controversial.
15. **Transmission Errors.** As a material part of the consideration for the allocation of airtime and/or use of equipment or facilities, the Applicant hereby releases and discharges NCTV and Cox Communications, and their respective agents, servants and employees from any and all liabilities and/or claims which may arise out of or result from interruptions, delays or technical problems incurred in transmission, from breakdown, malfunctions or defects in any equipment involved in telecasting, and from mistakes, errors or omissions on the part of NCTV or Cox Communications personnel.
16. **Advertising Approval.** The Applicant shall not advertise or publicize the airing of material produced through the use of NCTV equipment, staff or facilities on radio, television, or in newspapers, flyers or any other media without first submitting such proposed publicity or advertising material to NCTV for its approval.
17. **Indemnification.** The Applicant agrees to indemnify and save NCTV and/or Cox Communications harmless from any and all liability, including the reasonable costs of defense, arising out of or resulting from the telecast of the submitted material and/or from the violation of these regulations.

Applicant's Signature

Date

NCTV Authorized Signature

Date