

MVCC requires that this downloadable form be hand-signed on both pages and the original mailed. No faxes or photocopies are permitted.

REQUEST FOR CABLECAST

Name: _____

Street Address (No P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (W) _____

Program Title (40 characters maximum, including spaces) : _____

Format: _____ VHS / S-VHS (SP Speed ONLY) _____ DVC-PRO _____ DVD-R

EXACT Program Length : _____ Hours _____ Minutes _____ Seconds

PROGRAM DESCRIPTION (this will be used in our program logs)

Does the program being submitted for cablecast contain copyrighted material? (This includes material that can be considered "fair use" or "public domain") YES NO
(Producers of programs submitted for cablecast may be asked to provide documented proof that permission has been granted to use copyrighted material, or that materials are "fair use" or "public domain".)

Is this program suitable for children? YES NO

Does it include Adult Language? YES NO

I have read the Miami Valley Communications Council's (MVCC) Program Content and Ownership guidelines printed on this and the second page. I understand the guidelines and warrant that the program I am submitting conforms to them. I understand that if I submit a program recorded on my own tape stock, it is my responsibility to pick up the tape. It will not be mailed back to me. Any tape not picked up within six months of its final airing date becomes property of MVCC

Signature: _____ Date : _____

Print Name : _____

As producer of the above program, I hereby give the Miami Valley Communications Council permission to duplicate the above program for any citizen requesting a copy for private or non-commercial use only.

Signature: _____ Date : _____

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PROGRAM CONTENT AND OWNERSHIP AGREEMENT

1. The following are Miami Valley Communications Council's (MVCC) Program and Ownership policies :
 - a. The public/educational access channels may not be used to advertise or promote the sale of products or services, or for the solicitation of funds. Description or praise of a product, service or business that encourages purchase is not permitted. Intentionally showing business or product names, logos and other symbols specifically for advertising or promotion is prohibited.
 - b. No games of chance for money or prizes are permitted. Lottery information and advertisement of lotteries or raffles are also prohibited.
 - c. Any obscene or otherwise constitutionally unprotected speech shall not be permitted on the access channels. MVCC recognizes that programs with artistic or social merit may contain content or language considered offensive to some viewers. However, programs will be considered for cablecast with every effort to show programming within community standards of decency. Programs containing explicit sexual interaction will not be permitted, nor will programs designed to arouse sexual desire. MVCC may also restrict programs, which it deems to be excessively violent. MVCC reserves the right to schedule adult programming between the hours of 12:00AM and 6:00AM. A user may appeal this decision in writing to MVCC for review.
 - d. The community access channels may not be used to slander or libel any individual or group.
 - e. MVCC's program schedule is subject to change without notice.
2. The above notwithstanding, MVCC will not edit, or alter in any way, the content of material without the permission of the community producer.
3. The community producer is responsible for obtaining all clearances from the owner for use of any copyrighted or protected material, including music licensing organizations, program distributors and any other persons necessary to authorize transmission of program material on the access channels.

Likewise, the community producer is responsible for securing all talent releases and ensuring the cablecasting of the program does not violate the rights of a third party. Political candidates and/or issue spokesperson(s) are responsible for complying with all local, state and federal election laws.

The community producer agrees to assume full responsibility for any and all disputes arising from unauthorized use of copyrighted material and all other legal issues, and agrees to hold harmless in such disputes, the Miami Valley Communications Council (MVCC) and Time Warner Cable, the affiliates, officers, agents and employees.
4. Community producers may seek funding for their programs from private and/or public sources. Credit to funding sources may only be given at the beginning or ending of the program and may say only that assistance or support was provided by the funding source.

A character generated name or logo may appear, but no address, telephone numbers, or pictures of businesses, or location may be used. Audio is limited to **"the program was made possible, in part, through the assistance of..."** No information regarding services provided may be allowed.
5. Non-profit organizations may include the phone number and address of their organization so those viewers can obtain additional information. Solicitation of products, materials or fundraising is prohibited.
6. The community producer retains ownership of the content of any program produced with MVCC equipment or facilities and is entitled to one free dub of the program. The community producer must provide his or her own tape for dubbing. However, MVCC retains ownership of the master tape and reserves the right to cablecast any program produced using its equipment and facilities any number of times on any of its channels. MVCC may also, at its discretion, erase a program in order to recycle a video tape or if the material is no longer timely. If the community producer purchases his/her own tapes, the producer retains ownership of the master tape.
7. MVCC may charge a fee for copies of any program produced by a member of its staff or by a community producer. Fees are to be established by MVCC. MVCC may not duplicate a community producer's program for anyone other than the producer without his/her written permission.

Signature: _____

Date : _____